

DEPARTMENT OF HEALTH



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT ONE VOLUME APPROACH

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Project Leader

KZN Department of Health
Private Bag X 9051

Pietermaritzburg
3200
033 940-2511 - Tel Number

Mr. Musawenkosi Mkhize

Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200

Tel Number: 033-940-2511

Fax Number:

Institution:

Various Health Facilities

Tel Number:

Fax Number:

Bid Number: ZNB10011/2021-H

CIDB Grading: 5CE

ECDP Number: N/A

Project Code: N/A

Document Date: 6-Oct-2021

Contract Period: 6 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

FOR

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

CONTRACTUAL SECTION **ONE VOLUME APPROACH**

Employer

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200
Tel Number: 033-940-2511
Fax Number:

Institution

Various Health Facilities

Tel Number:
Fax Number:

Bid Number: ZNB10011/2021-H

Project Code: N/A

CIDB Grading: 5CE

Document Date: 06-Oct-21

ECDP Number: N/A

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK


health

 Department:
Health
PROVINCE OF KWAZULU-NATAL

THE BID

1. PART T1: BID PROCEDURES

Page No.

T1.1	Bid Notice and Invitation to Bid	4
T1.2	Bid Data	4
T1.3	Annexure F - Standard Conditions of Bid	15

2. PART T2: RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	2
T2.2	Authority to Sign Bid	1
T2.3	Consortia or JV	2
T2.4	Resolution Consortia JV	3
T2.5	JV Declaration	2
T2.6	Proposed Subcontractors	1
T2.7	Capacity of Bidder	6
T2.8	Financial Standing	1
T2.9	Preference Certificate	6
T2.10	Site Inspection Certificate	1
T2.11	Declaration of Interest - SBD 4	3
T2.12	Record of Addenda to Bid Documents	1
T2.14	Imported Material	1
T2.15	Declaration of Bidders Past SCM Practices - SBD 8	2
T2.16	Equipment Schedules	1
T2.17	SHE Declaration	1
T2.18	Compulsory Enterprise Questionnaire.	2
T2.19	Compuls	1
T2.20	Preferen	1
T2.21	Preference Certificate	5
T2.21a	Confirmation of Receipt	1
T2.22	Final Summary of Bill of Quantities	1
T2.21a	Contract Form - Purchase of Goods/Works - Part 1	1
T2.23	Other Specific goals (PA-16)	1
T2.24	Proof of Valid UIF Registration	1
T2.26	Preference Certificate	2
T2.28	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Stati	1

T2.29		1
T2.30	Proof of CIDB Registration Number	1
T2.31	Authority to Sign Bid	1
T2.33	OHSE Client Requirements	19
T2.34	Baseline Risk Assessment	5
T2.21a	Annual Financial Statement for past financial year	1
T2.23	(If specialist works were selected specify the type of works)	1
T2.24		1
T2.26	Form of Offer and Acceptance (Bound into Section 1 of 2)	2
T2.28	Declaration of Interest - SBD 4	1
T2.29	Complete Priced Bill of Quantities	1
T2.30	Authority to Sign Bid	1
T2.31	Capacity of Bidder	1
T2.33	OHSE Client Requirements	19
T2.34	Baseline Risk Assessment	5
T2.35	Local Content	5
T2.36	Quality Criteria	2

THE CONTRACT

3. PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	1
C1.2	Contract Data	7
C1.3	Form of Guarantee	3

4. PART C2: PRICING DATA

C2.1	Pricing Instructions	4
------	----------------------	---

C2.2 | Preliminaries and General

3

C2.3 | Bills of Quantities

3

5. PART C3: SCOPE OF WORKS

C3.1 | Scope of Works

5

6. PART C4: SITE INFORMATION

C4.1 | Site Information

1



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

THE BID

T1.1 BID NOTICE AND INVITATION TO BID			
THE KZN DEPARTMENT OF HEALTH INVITES BIDS FOR THE PROVISION OF:			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A
Advertisement date:	15 October 2021	Closing date:	17 November 2021
Closing time:	11:00	Validity period:	120 Days

It is estimated that bidders should have a CIDB contractors grading designation of 5CE or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Tender Data. (Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises)</p> <p>All Tenderer's should have a CIDB class of works Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered if "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>

Only bidder's who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	<p>Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :</p> <p>5CE or higher, class of works, are eligible to have their bids evaluated.</p> <p>Bid values in close proximity to the limit of a bid value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulation.</p>
<input type="checkbox"/>	<p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; and the lead partner has a contractor grading designation in the 5CE or higher, class of works; or the combined contractor grading designation calculated in accordance with Clause 25(6) of the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum tendered for a 5CE or higher, construction class of works, or a value determined in accordance with the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. <p>Refer to Table 9 of the Regulation for requirements of combinations.</p>
<input checked="" type="checkbox"/>	Bid document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN number and bidder's or entity tax reference number.
<input type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the bid closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input checked="" type="checkbox"/>	Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)
<input checked="" type="checkbox"/>	Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)
<input checked="" type="checkbox"/>	Financial Standing and other resources of Business Declaration (If Applicable).
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.
<input checked="" type="checkbox"/>	Bidders must fulfil the functionality criteria first before their price will be considered.

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

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____
Cellphone Number: _____
Facsimile Number: CODE _____ NUMBER _____
E-mail Address: _____
VAT Registration Number: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19) YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9) YES ☐ or NO ☐

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS?

[Tick Applicable Box]

YES ☐ or NO ☐

A Verification Agency Accredited by the South African Accreditation System (SANAS)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES ☐ or NO ☐

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

Quality requirement:		60	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
Preference points system:			
Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points

2. Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	0	0	Points
(c)	0	0	Points
(d)	0	0	Points
Total must equal 20 points		20	Points

Notes:

- 1 The successful bidder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of 80/20 preference points scoring system, as reflected in clause F3.11 of the **Bid Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose

COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address :

310 Jabu Ndlovu Street Pietermaritzburg, 3200

A non-refundable tender amount of R 450 is payable cash as per the tender advertisement , on collection of the bid documents.

SITE INSPECTION MEETING

A Compulsory pre bid Site Inspection Meeting will take place as follows:

on: **29 October 2021** - 32 Lyell Street, Ladysmith (Uthukela DOH District Office) : Time 11h00

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

DoH Project Manager:	Musawenkosi Mkhize	Telephone no:	033 940 2511
Cell no:	065 951 0286	Fax no:	0
E-mail:	Musawenkosi.mkhize2@kznhealth.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS: (Bid Documents)

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data document**.

All tenders must be submitted on the official forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE:

POSTED TO:	

OR

DEPOSITED IN THE TENDER BOX AT:

KZN-Department of Health 310 Jabu Ndlovu Street,
Pietermaritzburg 3200

Head Office



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

PART T1. - BID PROCEDURES



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

T1.1 - BID NOTICE AND INVITATION TO BID



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

T1.2 - BID DATA

T1.2 BID DATA			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Project Code:	N/A		
Bid no:	ZNB10011/2021-H	Closing date:	17 November 2021
Closing time:	11:00	Validity period:	120 Days
Clause number:			
	<p>The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>		
F.1.1	<p>The Employer is the Head: Health (KZN Department of Health-Province of KwaZulu-Natal)</p> <p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 7 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid. The bidder must submit his bid by completing the Returnable Documents <u>including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance"</u> and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
F.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>BID</p> <p>Part T1: Bidding procedures</p> <p>T1.1 - Bid Notice and Invitation to Bid</p> <p>T1.2 - Bid Data</p> <p>T1.3 - Annexure F - Standard Conditions of Bid</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Authority to Sign Bid</p> <p>C1.2 - Capacity of Bidder</p> <p>C1.3 - OHSE Client Requirements</p> <p>Part C2: Pricing data</p> <p>C2.1 - 0</p> <p>C2.2 - 0</p> <p>C2.3 - 0</p> <p>Part C3: Scope of works</p> <p>C3.1 - 0</p>		

F.1.2	Part C4: Site Information C4.1 - 0 Part 5: List of Drawings/Annexure's C5.1 - Preambles C5.2 - 0 C5.3- Health and Safety Specification	
F.1.4	The Employer's agent (Engineer) is: Name: KZN Department of Health Capacity: Project Leader Address: Private Bag X 9051 , Pietermaritzburg , 3200 Tel: 033 940-2511 Fax: E-mail: Musawenkosi.Mkhize2@kznhealth.gov.za Responsible person: Mr.Musawenkosi Mkhize The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	
F.1.6	Design by Employer PP2B-Open Procedure	
F.2.1	For eligibility refer to T1.1 Bid Notice and Invitation to Bid.	
F.3.11	This an EPWP project Only those tenderer's who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractors grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction works, are eligible to submit tenders <u>Joint Ventures are eligible to submit tenders provided that:</u> 1. every member of the joint venture is registered with the CIDB 2. the lead partner has a contractor grading designation in the 5CE class of construction works 3. The combined contractor grading designation calculated in accordance with the CIDB's Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher, class of construction works. See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID for combinations of JV's arrangements.	
F.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Bid Notice and Invitation to Bid.	
F.2.12	Alternative bid offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Only the complete Service as per the Bills of Quantities	

F.2.13.2	Bidders are to ensure that their company details appear on the entire relevant bid documentation and must be legible.
F.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the bid document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the bidders own cost. The CD must be clearly marked with the bid information and company details.
F.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the bidder" . Bidders proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Bid Notice and Invitation to Bid .
F.2.13.6	A Open Procedure will be followed
F.3.5	
F.2.15	The closing time for submission of tender offers is as per T1.1 Bid Notice and Invitation to Bid .
F.2.16	The tender offer validity period is as per T1.1 Bid Notice and Invitation to Bid .
F.2.17	Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with the preferred bidder, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred bidder is not affected.
F.2.18	The bidder is to submit the Priced Bills of Quantities with the Returnables at the closing of the bid. This is an EPWP project
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
F.2.22	Bidders do not have to return all retained tender documents within 28 days after expiry of the Bid validity period.
F.2.23	Bidders are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this bid.
F.3.4.2	The location for opening of the bid offers, immediately after the closing time thereof shall be at: 310 Jabu Ndlovu Street, Pietermaritzburg 3200 $N_{fo} = W_i \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$
F.3.8	The employer must determine, on opening and before detailed valuation, whether each bid offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the bid documents. A responsive bid is one that conforms to $\left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ conditions and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently $\left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F.3.9	The procedure for the evaluation of responsive bids is Evaluation Method: 2 Functionality and Price Preference

F.3.9.1	<p>Scoring Price: Bid offers will be scored using the following formula: (Option 1) where</p> <p>N_{fo} = Number of tender evaluation points awarded for the financial offer. W_1 = The percentage score given for financial offer as in T.1.1 Bid Notice and Invitation to Bid P_m = The comparative offer of the most favourable tender offer. P = The comparative offer of tender offer under consideration.</p> <p>and where Option 1 is:</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F.3.11 ISO 10845-3: 5.11.5	<p>The procedure for the evaluation of responsive tender is: Evaluation Method 2. The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula: $T_{EV} = f_1 (N_{FO} + N_p) + f_2 N_Q$ Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with ISO 10845-3:2011(E) 5.11.7 where the score for financial offer is calculated using the formula: and W_1 equals: 1) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R 50,000,000. N_Q is the number of tender evaluation awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$ Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found eligible for the preference claimed.</p>
F.3.12	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) the bidder's Tax arrangements with SARS is up to date and an unconditional Tax Compliance Status verification has been submitted by SARS as per the Tax Compliance Status PIN number. (b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the bidder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the bid process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the bidder is registered with: <ul style="list-style-type: none"> i) the Unemployment Insurance Fund (UIF); and (h) the bidder submitted Authority to Sign the tender. (i) the bidder submitted Financial standing & other resources of Business Declaration. (j) the bidder submitted Equipment Schedules, if applicable. (k) the bidder signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the bidder submitted Preference Certificate, if applicable. (n) the bidder submitted Declaration of Interest. (o) the bidder submitted Site Inspection Meeting Certificate (where applicable) (p) All information required to assess 'Functionality/Quality' as per Bid Data scheduled requirements <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.</p>
F.3.13	Bidders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
F.3.14	Provide to the successful bidder with three copies of the signed contract document.



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

T1.3 - Annexure F - Standard Conditions of Tender

T1.3 - Annex F

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposal and place the remaining returnable documents in an envelope marked —technical proposal. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as —SUBSTITUTE.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality

stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{Fo} = W_1 \times A$$

where: N_{Fo} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$Nq = W_2 \times So / Ms$$

where: *So* is the score for quality allocated to the submission under consideration;
Ms is the maximum possible score for quality in respect of a submission; and
W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by

- a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb I.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Project Leader:	Musawenkosi Mkhize	Bid no:	ZNB10011/2021-H

1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Bid	Yes	
Capacity of Bidder	Yes	
Annual Financial Statement for past financial year	Yes	
Site Inspection Certificate as proof for attendance of compulsory site meeting. (if applicable)	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Contractor's Safety, Health and Environmental Declaration.		N/A
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1	Yes	
Contract Form - Purchase of Goods/Works - Part 2	Yes	
Quality Criteria	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	
Proof of payment Bid Deposit	Yes	
Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)		N/A
Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)		N/A
Proof of Registration Number on the Central Suppliers Database	Yes	
Annual Financial Statement for past financial year	Yes	
Entire bid document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Bid information.		N/A

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	
Record of Addenda to Bid Documents	Yes	
Confirm Receipt of Offer and Acceptance	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Bill of Quantities	Yes	
Form of Guarantee	Yes	
Declaration of Bidders Past SCM Practices - SBD 8	Yes	
List of Drawings/Annexure's		N/A

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Proof of working capital of at least 10% of project value	Yes	
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	Yes	
Annual/ Audited financial Statement/ Management Account/Income		N/A
List of Plant and Equipment and Proof of ownership or lease agreement		N/A
Schedule of years of experience on similar projects	Yes	
Schedule of experience on projects of similar value and duration (Past 5 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 5 years	Yes	
Demonstrated ability to work on an accelerated programme		N/A
Submission of a detailed technical staff organogram	Yes	
Detailed CV, Traceable reference and Certificates of all technical staff appearing on the organogram.	Yes	
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	Yes	
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.		N/A
Methodology and Approach - Detailed method statement and programme to be attached	Yes	
Adherence to Health and safety Specification	Yes	

T2.2 AUTHORITY TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

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

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Bid to the KZN Department of Health in respect of the following project:

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Bid Number: **ZNB10011/2021-H**

2.

*Mr./Mrs./Ms:

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

and who will sign as follows: _____ (Authorised Signatory)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this tender.

ENTERPRISE STAMP (If Any)

T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

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

held at (town) : _____ on (date) : _____

RESOLVED that:

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the KZN Department of Health in respect of the following project:

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Bid Number: **ZNB10011/2021-H**

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

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

3. The Enterprise accepts joint and several liability with the parties listed under Item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

(Postal Code)

Postal Address: _____

(Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable.
- NB.** This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP (If Any)

Deemed to satisfy joint venture arrangements

Grading 2 + Grading 2 + Grading 2
Grading 3 + Grading 3 + Grading 3
Grading 4 + Grading 4
Grading 4 + Grading 3 + Grading 3
Grading 5 + Grading 5
Grading 5 + Grading 4 + Grading 4
Grading 6 + Grading 6
Grading 6 + Grading 5 + Grading 5
Grading 7 + Grading 7 + Grading 7
Grading 8 + Grading 8 + Grading 8

Designation

= 3
= 4
= 5
= 5
= 6
= 6
= 7
= 7
= 8
= 9

Bidders who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this bid.

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

held at: _____ (place) on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Health in respect of the following project:

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Tender Number: **ZNB10011/2021-H**

Project Code: **N/A**

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

(Postal Code)

Postal Address: _____

(Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duty Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duty Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

DECLARATION RELATING TO A BID SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement		%	

Party No. 2			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement		%	

Party No. 3			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement		%	

Signed - Party No. 1

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

Signed - Party No. 2

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

Signed - Party No. 3

I/We (Full Name) _____

duly authorised in my capacity as _____

of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KVA	
Bid no:	ZNB10011/2021-H	Project Code:

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and submitted below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel
1					
	CIDB Registration Number:				
2					
	CIDB Registration Number:				
3					
	CIDB Registration Number:				
4					
	CIDB Registration Number:				
5					
	CIDB Registration Number:				

Name of authorised representative		Signature		Capacity	
Name of Enterprise:					

L WATER STORAGE TANK

N/A

and their CIDB Registration number shall be

in accordance with requirements in the contract

egistration Council.

Sl No:	Previous experience with Subcontractor
	Date

T2.7 CAPACITY OF BIDDER

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)
- 1.1. **Artisans and Employees:** (*Artisans and Employees to be, or are, employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
Site Agent		
Project Manager		
Foreman		
Quality Control		
Artisans		
Unskilled employees		
Safety Officer		
Construction Supervisor		
Others		

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets)

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

47

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

[illegible]

2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

49

2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Bidder	Signature of authorised representative	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.

This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoH the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
 - (ii) he/she has additional Human Resources available to successfully complete this project.
 - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoH the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Bidder to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

(name of person authorized to sign on behalf of the Bidder)

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoH, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoH, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the KZN Department of Health, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

T2.9 PREFERENCE CERTIFICATE

Project title:	UThukela District - Installation and Commissioning of 15 X 20KL Water Storage Tanks	
Bid no:	ZNB10011/2021-H	N/A

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

BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL

1.

GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

- 1.1.1 In the application of the 80/20 preference point system, if all bids received exceeds R50,000 000, the bid must be cancelled. Where the financial value inclusive of VAT of one or more responsive bidder received equals or is less than R 50 000 000, all bids received must be evaluated on the 80/20 preference point system.

- 1.1.2 In the application of the 90/10 preference point system, if all bids received are equal or below R50,000,000, the bid must be cancelled. Where the financial value inclusive of VAT of one or more of the responsive bids received have a value in excess of R 50 000 000, all the bids received must be evaluated on the 90/10 preference point system.

- 1.2 For this project the 80% preference point system shall be applicable.

- 1.3 Preference points for this bid shall be awarded for:

- (a) Price points and
- (b) Quality points

80
100
180

- (c) B-BBEE Status Level of Contribution

[illegible]

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The bidder shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.
- The bidder who claims a preference, undertakes to:
- 1.6.1 not sub-contract more than 25% of the contract price.
 - 1.6.2 maintain an equity ownership of not less than that upon which the preference is based for the duration of the contract, or in the case.
 - 1.6.3 accept the sanction set out in 1.7 (below) should conditions 1.6.1 or 1.6.2 be breached; and
 - 1.6.4 complete section 1.3, 6.7 and 7 below as relevant.
- 1.7 The Sanction for breaching the preferencing conditions are:
- 1.7.1 termination of the contract; or
 - 1.7.2 a financial penalty payable to the employer equal to 1,5 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of Value Added Tax, divided by 100.

2 GENERAL DEFINITIONS

- 2.1 "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 "B-BBEE" means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "proof of B-BBEE status level of contributor" means-
- a) the B-BBEE status level certificate issued by an authorised body or person;
 - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 "black designated groups" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 "black people" has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive bidding process or proposals.
- 2.8 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 "co-operative" means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 "designated group" means
- a) black designated groups;
 - b) black people;
 - c) women;
 - d) people with disabilities; or
 - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act
- 2.11 "designated sector" means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).

- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).
- 2.16 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.32 **"rural area" means-**
a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2.33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)

- 2.35 "youth" has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Where:

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations,

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

- 5.3 Bidders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF

- 7.1 B-BBEE Status Level of Contribution: =
(Max of points 10 or 20)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS)

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub- Yes ☐ No ☐
- 8.1. If yes, indicate:
- 1
- (i) what percentage of the contract will %
- (ii) the name of the sub-contractor? _____
- (iii) the B-BBEE status level of the sub-contractor? _____
- (iv) whether the sub-contractor is an EME? Yes ☐ No ☐

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm: _____
- 9.2 VAT registration number: _____
- 9.3 Company registration number: _____

Telephone No.
Fax No.
Contact person
Enterprise income tax reference number
Physical address
Postal address

9.4 Type of company/firm: (insert a X in the applicable box)

Partnership/
☐

Company
☐

(Pty) Ltd
☐

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer
☐

Professional service
provider
☐

Other service
providers,
☐

9.7 Total number of years the company/firm has been in business? _____

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1. _____

2. _____

Date: _____

Address: _____

SIGNATURE(S) OF BIDDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A
Site Inspection Date:		29 October 2021	

This is to certify that I, _____ (Name of authorised Representative)
representing _____ (Name of Enterprise)
visited the site on: _____ (Date)

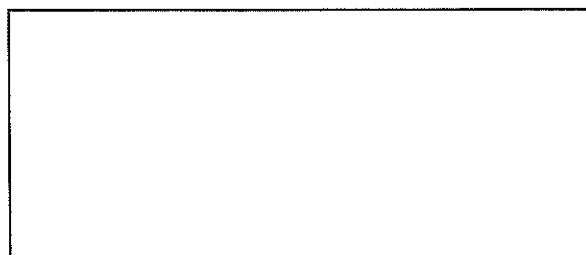
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Bidder	Signature	Date

Name of DoH Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.



Departmental Stamp:

T2.11 DECLARATION OF INTEREST - SBD 4			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

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

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

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

- 2.1 Full Name of bidder or his or her representative: _____
- 2.2 Identity Number: _____
- 2.3 Position occupied in the Company (director, trustee, shareholder²): _____
- 2.4 Registration Number of Company, enterprise, close corporation, partnership agreement or trust: _____
- 2.5 Tax Reference Number: _____
- 2.6 VAT Registration Number: _____
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number, tax reference number and, if applicable, employee / persal number must be indicated in paragraph 3 below.

¹"State" means –

- (a) any National or Provincial department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: _____

Name of state institution to which the person is connected: _____

Position occupied in the state institution: _____

Any other particulars:

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

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

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

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quotation/bid?

2.9.1 If so, furnish particulars: YES / NO

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

2.10.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders

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

DECLARATION

I, THE UNDERSIGNED (NAME) : _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

T2.12 RECORD OF ADDENDA TO BID DOCUMENTS			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

1. I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

	Date	Title or Details	No. of Pages
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

Name of authorised representative	Signature	Date

OR

2. I / We confirm that no communications were received from the Department of Health before the submission of this tender offer, amending the tender documents.

Name of authorised representative	Signature	Date

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

Name of Electrical Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number at the Electrical Contracting Board of S.A.:	
--	--

Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

This schedule should be completed by the bidder. (Attach additional page(s) if more space is required)

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Health within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's*

Name of authorised representative	Signature	Date

T2.15 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

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

Item	Question		
4.1	<p><i>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i></p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.2	<p><i>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><i>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.3	<p><i>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.4	<p><i>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/>		

5 CERTIFICATION

I the undersigned *(full name)* _____
certify that the information furnished on this declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of authorised representative	Signature	Date	Position

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

Project title:

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Bid no:

ZNB10011/2021-H

Project Code:

N/A

ATTACH A COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16 EQUIPMENT SCHEDULES			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

EQUIPMENT SCHEDULES

71

72

73

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Bid will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Bidder

T2.18 Compulsory Enterprise Questionnaire

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIDB registration number, if any:	

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any Provincial Legislature	<input type="checkbox"/> a member of an accounting authority of any National or Provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a Provincial Legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

75

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any Provincial department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any Provincial Legislature	<input type="checkbox"/> a member of an accounting authority of any National or Provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a Provincial Legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Position of authorised representative		Date	
Signature of authorised representative			
Name of authorised representative			
Enterprise name			

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

1. In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. 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.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Bidding Entity Tax Reference Number	

Name of Bidder:

Signature of bidder:

Date:

**T2.20 PROOF OF GOOD STANDING WITH THE COMPENSATION
COMMISSIONER**

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

**ATTACH A COPY OF PROOF, THAT THE TENDERER IS
IN GOOD STANDING WITH THE COMPENSATION
COMMISSIONER, TO THIS PAGE FOR ADJUDICATION
PURPOSES**

NOTE

In the case of a Bid by a Joint Venture, copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Agreement

Bid no: ZNB10011/2021-H

OFFER

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

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

The Bidder, 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 and complies fully with the requirements of Clause F.3.13 in the Bid Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount (in words):	
Amount in figures:	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor 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:	OR	Natural Person or Partnership:
And: Whose Registration Number is:		Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:		Whose Income Tax Reference Number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:	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 BIDDER:

Name of authorised representative	Signature	Date

WITNESSED BY:

Name of authorised representative	Signature	Date

Bid no: ZNB10011/2021-H

This Offer is in respect of the official documentation.

GUARANTEE OPTIONS:

The Bidder agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

(a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Bidder offers to provide security as indicated below:

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value in the payment certificate (excluding VAT)

NOTE: Where the Bidder has not selected one of the guarantee options above, the default option will be as if the Bidder has selected a security of a bank or Insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

Other Contact Details of the Bidder are:

Telephone No: _____ Cell Phone No: _____

Fax No: _____ Email Address : _____

Postal address: _____

Banker : _____ Branch : _____

UIF Registration Number: _____ CIDB Registration Number: _____

Central Suppliers Database
Registration Number:

--

ECDP Number:

--

ACCEPTANCE (For Official use only)

Bid no: ZNB10011/2021-H

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder 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 1	Agreement and Contract Data, (which includes this agreement)
Part 2	Pricing data
Part 3	Scope of work.
Part 4	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 Bidder 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 said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 7 days 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt 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 delegated signatory	Signature	Rank	Date

Name of Organisation:	Department of Health
Address of Departmental Office:	35 Hyslop Road, TownHill office Park, PIETERMARITZBURG, 3200

WITNESSED BY:

Name of witness	Signature	Rank	Date

Bid no: ZNB10011/2021-H

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this Schedule of Deviation, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

For the Contractor:

Name of delegated signatory	Signature	Position in Entity	Date

For the Employer:

Name of delegated signatory	Signature	Rank	Date

WITNESSED BY:

Name of witness	Signature	Rank	Date

T2.21a CONFIRMATION OF RECEIPT

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Bid no.:	ZNB10011/2021-H	Project Code:	N/A
----------	-----------------	---------------	-----

The Bidder (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL SUMMARY

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

85

7 of 7

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

ATTACH A COPY OF PROOF, THAT THE BIDDER IS IN GOOD
STANDING WITH THE UIF TO THIS PAGE FOR
ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of proof of Good Standing with the UIF in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

88

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number:	_____	Closing date:	_____
Name of bidder:	_____		
Postal address:	_____ _____ _____		
Signature:	_____	Name (In print):	_____
Date:	_____		

T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ZNB10011/2021-H - UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

(Bid Number and Description)

in response to the invitation for the bid made by:

KZN Department of Health

(Name of Institution)

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

I certify, on behalf of : _____ that :
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

ATTACH A COPY OF PROOF, THAT THE BIDDER IS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

T2.29 - PROOF OF PAYMENT OF BID

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE BID PAYMENT BY THE BIDDER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the bid deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

93

T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNB10011/2021-H at the price/s quoted.
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;
 - Tax Compliance Status (TCS) PIN;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; 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 goods and/or works 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): _____
CAPACITY: _____
SIGNATURE: _____
NAME OF FIRM: _____
DATE: _____

Witnesses:	
1.	_____
2.	_____
Date: _____	

T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as _____

accepts your bid under reference ZNB10011/2021-H dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

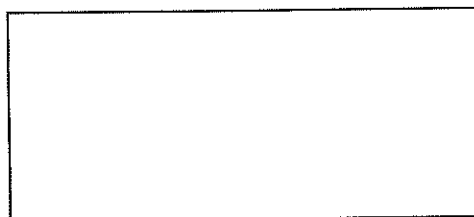
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____
[Place] [Date]

NAME (PRINT): _____

SIGNATURE: _____



OFFICIAL STAMP:

Witnesses:

1. _____

2. _____

Date: _____

T2.32 - OHSE PLAN STRUCTURE			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK
--

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE PLAN
--

96

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK
Bid no:	ZNB10011/2021-H
Project Code:	N/A

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE CLIENT SPECIFIC REQUIREMENTS AS RECEIVED FROM THE KZN DoH OFFICIAL APPOINTED TO THE PROJECT OR AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.



KWAZULU-NATAL PROVINCE

HEALTH **REPUBLIC OF SOUTH AFRICA**

1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors for the installation of water tanks at uThukela District. This document describes the requirements of compliance to which the Principal Contractor/Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor/Contractor for the management of Health and Safety on the Health care facilities.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principle Contractor will be required to submit a Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved

2. Definitions & Abbreviations

For the purpose of the OHS Specification, the abbreviations and definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.

"Client" means KZN Department of Health

"Agent" means a competent person who acts as a representative for a Client

"CR" refers to the Construction Regulations 2014

"OHS" means Occupational Health and Safety

"DoL" refers to the Department of Labour

"DOH" refers to the Department of Health

"NIHL" refers to the Noise Induced Hearing Loss Regulations

"HCS" refers to the Hazardous Chemical Substances Regulations

"GSR" refers to the General Safety Regulations

"GAR" refers to the General Administrative Regulations

"FR" refers to Facilities Regulations

"PPE" means Personal Protective Equipment

"MSDS" means Material Safety Data Sheets

"EIR" refers to the Electrical Installations regulations

"EMR" refers to Electrical Machinery Regulations

"ERW" refers to Environmental Regulations for Workplaces

"Principal Contractor" means an employer appointed by a Client to perform Construction Work

"Construction Work" means any work in connection with:-

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

“Construction Manager” means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

“Construction Supervisor” means a competent person responsible for supervising construction activities on a construction site

“Competent Person” means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

“OHS Plan” means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

“OHS File” means a file or other record containing information in writing required by Construction Regulations

3. Principal Contractor Requirements

3.1 Section 37(2) (Legal) Agreement

A section 37(2) agreement must be signed between DOH and the principal contractor at the time of awarding the contract. The principal contractor must ensure that a section 37(2) agreement is compiled between the principal contractor and all their appointed contractors for the contract.

The original copy of the section 37(2) agreements must be retained by the contractor and a copy retained by the responsible Project Manager. A copy all the agreement must form part of the respective contractor's OHS file.

3.2 Notification of Construction Work

The principal contractor must notify the relevant provincial director of the Department of Labour (DoL) of the intention of carrying out any construction work as defined in Construction Regulations 3.

A copy of the notification letter sent to the DoL shall be forwarded to the project manager on the same day as sent to the DoL. A copy of the letter and their approval must be kept in the OHS file.

3.3 Occupational Health and Safety (OHS) Act

The Principal contractor and contractor shall have an up to date copy of the OHS Act and regulations at all work sites which will be available to all employees.

3.4 OHS Policy

Principal Contractor and all appointed contractors shall have an OHS Policy. The policy must be signed by the organisation's CE or the appointed assistant to the CE Section 16(2). Where possible, the policy must be displayed in a prominent place within the workplace. A copy of the policy shall be kept in the OHS file.

3.5 Letter Of Good Standing

The principal contractor and all his/her appointed contractors shall be registered with an appropriate employment compensation commissioner and have available a valid letter of good standing from such commissioner. The obligation lies with the contractors to ensure that the letter of Good standing remains valid throughout the contract period. A copy of the letter must be filed in the contract OHS file.

101

3.6 OHS Plan

The Principal Contractor must provide a suitable, sufficiently documented and coherent site specific OHS plan based on the Client Specification. The plan must be applied from the date of commencement of and the duration of the construction work and which must be reviewed and updated as work progresses.

The contents of the OHS plan shall include but not limited to the following:

- Brief description and duration of the project
- Letter of good standing
- Health & Safety policy
- Covid-19 management
- Incident management
- Waste management
- Baseline risk assessment
- Relevant checklists and registers
- Preliminary induction program
- Site specific organogram
- Public safety management
- First aid
- House keeping
- Personal Protective Equipment and clothing
- Safety monitoring
- Site rules
- Site access
- Restrictions
- Communication

- Toolbox talks
- Proof of competency for the following legal appointees:- Construction Manager; Construction Supervisor; Construction OHS Officer; Risk Assessor; Incident investigator; First Aider; Scaffold erector and inspector; and any other relevant appointees made under this project.

3.7 Management & Supervision of Work

Construction Manager: The Principal Contractor shall appoint in writing a full time competent person as construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health & Safety compliance and in the absence of a manager an alternative must be appointed. The appointed construction manager may not manage any construction site other than the site in respect of which he or she has been appointed.

Construction Health & Safety Officer: The construction manager must in writing appoint a full time/Part time Safety Officer to assist in the control of all OHS related aspects in the site. The appointed Safety Officer shall be registered with the CPCMP or has proof of application for registration to the said body; furthermore, he/she must have 2 years relevant experience.

Construction Supervisor: The construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring OHS compliance on the site.

3.8 Risk Assessment for Construction Work

The principal contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the OHS plan to be applied on site. The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method
- (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
- (d) a monitoring plan and
- (e) a review plan

Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.

The principal contractor shall comply with the requirements of CR 9

3.9 Fall Protection

The principal contractor must designate a competent person to be responsible for preparation of a fall protection plan. The fall protection plan shall be implemented and reviewed accordingly. Fall protection plan must be specific to the work that is being conducted.

The principal contractor must comply with the requirements of CR 10

3.10 Construction Vehicles and Mobile Plant & Transportation

All motor vehicles driven / operated by contractors within the project shall, in all respects, comply with the National Road Traffic Act. Designated drivers shall be in possession of the relevant driver's licence, valid for the class of vehicle. Contractors must maintain their vehicles in a roadworthy condition and ensure a vehicle license is valid. Contractor vehicles can be subject to inspections by the Client/Agent's representative. Vehicles which are not roadworthy will not be permitted to be used on the project. The principal contractor must comply with the requirements of CR 23

3.11 Transportation of workers

Contractors shall not transport persons at the back of a truck/LDV except if a proper canopy and suitable seating has been provided. Contractors shall not transport persons together with goods or tools unless there are appropriate areas or sections of the vehicle in which such goods or tools are stored.

3.12 Housekeeping & General safeguarding on construction site

The principal contractor shall maintain a high standard of housekeeping within their sites for the duration of the project. Prompt disposal of waste materials, scrap and rubbish is essential. Materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities.

The principal contractor must comply with the requirements of CR27 and ERW

3.13 Stacking and Storage on Construction Sites

The principal contractor must comply with the requirements of GSR 8 and CR 28

3.14 Fire Precautions on construction sites

The principal contractor must comply with the requirements of ERW 9 and CR 29

3.15 Construction Employees Facilities

The principal contractor must provide at or within reasonable access of every construction site the following clean, hygienic and maintained facilities:

- (a) Shower facility
- (b) at least one (1) sanitary facility for each sex and for every 30 workers
- (c) Changing facility for each sex and
- (d) sheltered eating areas

The principal contractor must comply with the requirements of CR 30 and FR

3.16 Emergency management

The art of emergency preparedness and response is to minimise the effects of any emergency and to restore normal activities as soon as practical. The Principal Contractor, together with his appointed contractors, shall develop their own emergency response plan for both their worksites and offices. Periodic emergency drills must be undertaken to test the effectiveness of the plan. This must be recorded and provided on request.

3.17 First Aid Facilities

The principal contractor must appoint in writing a competent first aider trained to level 2. A first aid box depending on the number of people on site must be provided and inspected on a monthly basis. A list of emergency numbers must be posted at phones and in all offices and available in vehicles if practicable. All first aid incidents must be reported to the project manager and OHS department.

The principal contractor must comply with the requirements of GSR 3

3.18 Medical Certificates

The principal contractor must ensure that all employees have valid medical certificates. DOH will only accept medical certificates conducted by an Occupational Health Practitioner. The principal contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

3.19 Induction training

The principal contractor shall ensure that all employees undergone the project safety induction programme prior to commencing work on site. Attendance registers must be completed of any induction training given, which must indicate that they are receiving and understanding the induction training

3.20 Tool box talks / pre job meetings

A meeting must be held prior to the commencement of the day's work with all relevant personnel associated with the work task in attendance. The job, relevant procedures, associated hazards, safety measures, i.e., the task risk assessments shall be discussed. Each employee who attends the briefing shall sign an attendance list of that pre-job brief form undertaking that they have an understanding of the tasks, risks and control measures required.

Where possible, tool box talks can be included in the pre-job brief meetings. If this does not occur, then weekly tool box talks must be conducted. The toolbox talk topics will be based on OHS issues pertaining to the construction site and or the project. The topic contents shall be in writing. Attendance registers with the topic listed shall be kept.

3.21 Extreme Weather Conditions

If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures. For hot environments; cool portable water shall be provided.

3.22 Incident Management

The principal contractor must have a detailed; clearly defined incident management procedure. A competent person to investigate incidents must be appointed in writing. All incidents including near misses shall be reported to the DOH OHS & Project Manager before the end of the shift. All incidents shall be reported and investigated in terms of the section 24, 25, GAR 8 and 9 of the OHS Act. Copies of the investigation reports must be filed in the OHS file. A comprehensive and detailed investigation report shall be submitted to the OHS Department & Project manager within 14 days after the incident

3.23 Personal Protective Equipment

The principal contractor must provide free of charge all the necessary PPE required for the task. A detailed programme for issuing, maintenance and replacement of PPE shall be provided by the principal contractor. PPE must comply with the PPE requirements as per the SABS. All employees must be trained on the correct use of PPE. Monthly PPE inspections must be conducted. Employees must sign an undertaking to wear such PPE as supplied to them. A PPE issuing register shall be kept in the OHS file

3.24 Environmental Management

The principal contractor must prevent environmental degradation throughout the project. The contractor must provide an environmental management plan detailing what actions will be taken for the activities to ensure environmental impact is avoided and or reduced. Where hazardous waste is generated, a record for its disposal shall be kept on file. All waste must be disposed in a registered waste disposal site. The principal contractor must comply with the requirements of HCS regulations

3.25 Audits

The principal contractor's OHS Plan will be audited as to confirm compliance to the requirements in the OHS specification. Once there is compliance only then will the principal contractor's SHE plan be approved by the OHS department and or project manager. The implementation of the SHE Plan will be audited by Client or its agent on a monthly basis.

Note: DOH/the client reserves the right to conduct unannounced audits on contractors

3.26 OHS File

A SHE file means a file or other record in permanent form, containing the information about the safety and health management system during construction and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way. The principal contractor is required to keep a SHE file on every project site.

The sequence of filing the documentation must be kept in the same sequence as listed in this SHE specification. Each record shall be separated by partitions to afford easy identification and access. Each partition must be labelled. On completion of the construction work/project, the principal contractor must hand over a consolidated safety and health file to the project manager. The principal contractor must also hand over all drawings, designs,

lists of materials used, and other applicable information about the completed structure, as well as the list of subcontractors, the agreement, and the type of work completed

3.27 Appointment of a Principal Contractor

The principal contractor will be appointed by DOH on the awarding of the contract and will be responsible and accountable for all legislative and DOH requirements for the duration of the contract. Principal contractor shall not commence with the project work until such times as he/she has been appointed in writing in terms of OHS Act Construction Regulation 5(1) (k),

3.28 Appointment of contractors

The principal contractor may appoint contractors to assist in the contract. All appointments shall be done in writing and will form part of the SHE plan. Adequate training and instruction must be given to the appointees and the principal contractor must ensure that all appointed contractors understand their roles and responsibilities.

3.29 Principal Contractor Organogram

The principal contractor must provide an organisational organogram related to this contract, depicting all the levels of responsibility from the CE down to the supervisors responsible for the contract. The relevant positions held names of appointees and legal appointments must be listed. The principal contractor must ensure that all appointed contractors comply with this requirement. The principal contractor is responsible for keeping copies of all of the organograms' as well as submitting them with the OHS plan. All organograms' shall be updated timeously when appointments are changed. This diagram must be kept up to date and filed in the project OHS files.

3.30 Legal & Other Appointments

The principal contractor must make the relevant legislative and non-statutory appointments, which will be required to remain valid throughout the life of the project. The responsibilities of the individual appointments made must reflect the requirements as listed in the respective Acts and form a part of the appointment. Appointees shall be suitably trained and found to be competent for the responsibilities assigned. Copies of all the appointments must be kept in the OHS file.

\

4. Management of COvid-19

4.1 Covid- 19 Documentation

The principal contractor shall develop a policy on COvid-19; signed by CEO

Covid-19 prevention and management plan must be developed

Conduct a risk assessment to determine exposure to Covid-19

Daily Safety Task Instructions (DSTI's) shall include Covid-19.

4.2 Hand washing facilities

Construction sites must be equipped with hand washing facilities at the usual welfare facilities.

Ensure soap and fresh water is readily available and kept topped up at all times.

Ensure regular cleaning of hand wash facilities and provide adequate bin for disposal of hand paper towels with regular disposal.

Hand washing techniques posters shall be posted around the hand washing facilities

Hand sanitising agents must also be placed at strategic areas

4.3 Medical Certificates of Fitness

Principal contractor shall keep copies of employee's medical certificates of fitness on site safety file.

Having studied the medical certificates of all employees; the principal contractor must ensure that high risk employees are managed accordingly i.e. employees with underlying medical conditions

4.4 Screening

The principal contractor must ensure that all personnel accessing their sites are screened.

All cases referred for testing shall be reported to relevant Department of Health's project manager.

4.5 Travel to site

The principal contractor shall arrange safe transportation of employees to and from site.

Ensure that vehicles are disinfected on daily basis.

Where single occupancy of vehicle is not practicable; employees shall sit as far apart as the vehicle allows; and all windows must be kept open.

8.6 Eating Areas

The principal contractor must ensure that there are dedicated eating areas for employees.

Ensure that eating areas are kept in a hygienic condition and disinfected after use.

The contractor shall stagger breaking times to reduce congestion and contact.

Employees shall be encouraged to follow the acceptable social distancing measures and seating arrangements must be as such.

Hand washing facilities and or sanitisers must be provided in these areas.

8.7 Changing facilities

The principal contractor shall introduce staggered start and finish times to reduce congestion and contact at all times.

Changing facilities shall be cleaned and disinfected regularly.

Based on the size of each facility; the contractor shall determine how many people can use a changing facility at any one time to maintain the acceptable distance

8.8 Avoiding close working

There will be circumstances where it is not possible or safe for employees to distance themselves from each other by the acceptable distance.

Principal contractor shall ensure that where the acceptable distance is not practicable:-

- employees have no symptoms of Covid-19;
- allow only 1 person per m²
- PPE is worn correctly and is in line with risk assessment and
- Supervision is maintained throughout the activity.

4.9 Deliveries

All personnel delivering equipment and material to site shall be subjected to screening.

Equipment and materials delivered on site must be disinfected at a designated decontamination area to avoid transition of the virus.

4.10 Personal Protective & Equipment Clothing

Personal protective equipment & clothing refers to a variety of barriers, used alone or in combination, to protect against hazardous agents in the environment.

The principal contractor shall ensure that his employees and sub-contractor employees are issued with suitable PPE and that PPE is worn at all times and in a correct manner

Ensure that used PPE is disposed of in an acceptable manner.

4.11 Training & awareness

The principal contractor shall ensure continuous training and awareness on Covid-19 and measures that can be used to minimise the spread

Training to include but not limited to:-

Cough etiquette; social distancing; Hand washing; Screening station;

Correct use and disposal of PPE

Reporting of symptoms to the employer ; Any other topic relevant to the pandemic.

4.12 Cleaning Procedures

The principal contractor shall establish adequate cleaning and disinfection procedures and intervals thereof.

This includes but limited to:-

- cleaning to prevent contamination
- taps and hand washing facilities; toilet flush and seats
- door handles; handrails on staircases and corridors

- lift and hoist controls
- machinery and equipment controls; keyboards; photocopies and other office equipment

5. Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

6. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

- By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

_____ (Company Name)

declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: **Installation of elevated water tanks: uThukela District** will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

Contractor's Responsible Person
(16.1/ 16.2 Appointee)

Date

T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2

This Standard Tender Document (SBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific
- 1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering process may be followed, where the first
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and
- 1.5. The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the SABS approved

$$LC = [1 - x / y] * 100$$

Where;

x is the imported content in Rand

y is the Tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial>

- 1.6. A Tender may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are as

Description of services, works or goods

Stipulated minimum threshold

Steel Value Added Products	100	%
Plastic Pipes	100	%
Steel Products and Component for Construction	100	%
		%

3. Does any portion of the services, works or goods offered have any imported content?

Yes ☐ No ☐ (Tick applicable box)

- 3.1. If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.5 of the general

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the dtl must be

114

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED									
IN RESPECT OF TENDER NO.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">ZNB 10011/2021-H</div>								
ISSUED BY: _____ <div style="text-align: center; font-size: small;">(Procurement Authority / Name of Institution):</div>									
NB _____									
<div style="font-size: small;">1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is</div>									
I, the undersigned, _____ <div style="float: right; font-size: x-small;">(full names),</div>									
do hereby declare, in my capacity as _____									
of _____ <div style="float: right; font-size: x-small;">(name of Tenderer entity),</div>									
the following:									
<div style="margin-left: 40px;">(a) The facts contained herein are within my own personal knowledge.</div> <div style="margin-left: 40px;">(b) I have satisfied myself that: <div style="margin-left: 40px;">(i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the</div></div>									
<div style="margin-left: 40px;">(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of</div>									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%; font-size: x-small;">Tender price, excluding VAT (y)</td><td style="width: 30%; text-align: center;">R</td></tr><tr><td style="font-size: x-small;">Imported content (x), as calculated in terms of SATS 1286:2011</td><td style="text-align: center;">R</td></tr><tr><td style="font-size: x-small;">Stipulated minimum threshold for local content (paragraph 3 above)</td><td></td></tr><tr><td style="font-size: x-small;">Local content %, as calculated in terms of SATS 1286:2011</td><td></td></tr></table>		Tender price, excluding VAT (y)	R	Imported content (x), as calculated in terms of SATS 1286:2011	R	Stipulated minimum threshold for local content (paragraph 3 above)		Local content %, as calculated in terms of SATS 1286:2011	
Tender price, excluding VAT (y)	R								
Imported content (x), as calculated in terms of SATS 1286:2011	R								
Stipulated minimum threshold for local content (paragraph 3 above)									
Local content %, as calculated in terms of SATS 1286:2011									
<div style="font-size: x-small;">If the Tender is for more than one product, the local content percentages for each product contained in Declaration C shall be</div> <div style="font-size: x-small;">The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the</div>									
<div style="margin-left: 40px;">(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in</div> <div style="margin-left: 40px;">(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this</div>									
SIGNATURE: _____	DATE: _____								
WITNESS No. 1 _____	DATE: _____								
WITNESS No. 2 _____	DATE: _____								

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

	EU	GBP
1990		
1991		
1992		
1993		
1994		
1995		
1996		
1997		
1998		
1999		
2000		
2001		
2002		
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2053		
2054		
2055		
2056		
2057		
2058		
2059		
2060		
2061		
2062		
2063		
2064		
2065		
2066		
2067		
2068		
2069		
2070		
2071		
2072		
2073		
2074		
2075		
2076		
2077		
2078		
2079		
2080		
2081		
2082		
2083		
2084		
2085		
2086		
2087		
2088		
2089		
2090		
2091		
2092		
2093		
2094		
2095		
2096		
2097		
2098		
2099		
2100		

			Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
3. CONCRETE, FORMWORK AND REINFORCEMENT	Reinforcement for each base per design							11 tons				
1. ELEVATED WATER TANKS	Supply, deliver and install elevated 3660 x27440 x2440 mm (20 k) Domestic Water Storage Tank (complete with covers, ball float valves, pressure control valve, air release valve, scour valve valve chamber, ball pressure valve, coupling, level indicators, overflows, inlets, outlets and Ø665 drain connections as scheduled and specified) including a steel structure 10m high to support the tank complete with ladders, balustrades, bolts etc. Allow for a 65mm diameter bore for drain and over-flow facility, 50mm diameter bore for water inlet facility and 75mm diameter for water outlet facility and earthing. As per manufacturer details.							15 tanks				
4. PLUMBING AND DRAINAGE	Lay 75mm uPVC class 9							700 m				
									R 0			
									(C21) Total Exempt imported content	R 0		
									(C22) Total Tender value net of exempt imported content	R 0		
									(C23) Total imported content		R 0	
									(C24) Total local content		R 0	
									(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date:

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU	R 9,00	GBP	R 12,00
----	--------	-----	---------

A. Exempted imported content

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
Net Value Added Pro						R 100			
Plastic Pipes						R 100			

(D32) Total imported value by tenderer	R 0
--	-----

Steel Products and Component for Construction

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total Imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

[illegible]

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

**This total must correspond with
Annex C - C 23**

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost)

R 0

Steel Value Added Products **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

10000%

Plastic Pipes **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R 0

10000%

Steel Products and Component for Construction

(E13) Total local content

R 0

10000%

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

T2.36 - Quality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should be 60%.

TENDER EVALUATION CRITERIA AND SCORING
The weighting for Quality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring	
1. Financial Capability to start the project	Submission of proof of available capital as well as credit limit obtained from the financial institutions which are registered with Financial Services board of South Africa or from a recognised Banking Institution in the Republic of South Africa.	20	Points	Sub-points	Proof in a form of an official letter or bank statement from the financial/ banking institution stipulating the credit limit or the available funds.	<div>20</div> <div>Letter/ bank statement showing proof of available capital of at least 10 % of the project value</div> <div>0</div> <div>no or irrelevant submission, does not meet requirement</div>
2. Competency and experience of the tenderer on similar sized projects.	Tenderer to demonstrate the required competency and experience for managing the project by submitting proof in a form of a letter of award and practical completion certificate and other relevant documentation showing scope, duration and value.	30	Points	Sub-points	Schedule of experience on construction projects, value and duration.	<div>30</div> <div>Project: Submission of practical completion certificate and letter of award of at least 1 project of a similar type, scope and size completed in the past 3 years to the value of R6,500,000.00 or more.</div> <div>0</div> <div>no or irrelevant submission, does not meet requirement</div>
3. Tenderer's Project Management Structure, Organogram and experience of technical resources proposed for this project	A tenderer that submit a detailed project organogram that shows roles and responsibilities of each proposed technical team member, which is backed up by their curriculum vitae with traceable reference that detail technical qualifications and demonstrate extensive experience (min 3 years exp.) on similar projects.	40	Points	Sub-points	Submission of a detailed company organogram that shows roles and responsibilities of each technical team member that will be allocated to this project.	<div>5</div> <div>Submission of a detailed project organogram that shows roles and responsibilities of each technical team member that will be allocated to this project.</div> <div>0</div> <div>no or irrelevant submission, does not meet requirement</div>
				Sub-points	Submission of a curriculum vitae that detail technical qualifications for each technical resource. It is acknowledged that general workers (semi-skilled and unskilled) may not have formal qualification(s).	<div>15</div> <div>At least one technical resource has a proof of qualification as a Technician In Built Environment.</div> <div>0</div> <div>If no qualification has submitted.</div>
				Sub-points	Submission of a curriculum vitae that demonstrate extensive experience (min 3 years exp.) on construction for each technical resource as appearing on the organogram above.	<div>20</div> <div>At least one technical resource on the project organogram has a minimum of 3 years experience on construction projects or built environment projects with proven references.</div> <div>0</div> <div>None of the Technical resources on the project organogram has a minimum of 3 years experience in construction projects or built environment projects.</div>
4. Methodology and Approach	Detailed method statement and programme to be submitted.	10	Points	Points	Working Programme detailing on the sequence of works and indicating milestones	<div>10</div> <div>Submission of Working Programme detailing on the sequence of works and indicating milestones</div> <div>5</div> <div>Submission of Working Programme with no detailing on the sequence of works and indicating milestones</div> <div>0</div> <div>no or irrelevant submission, does not meet requirement</div>

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBEE			
Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	Level 1 Contributor	20	Points
	Level 2 Contributor	18	Points
	Level 3 Contributor	14	Points
	Level 4 Contributor	12	Points
	Level 5 Contributor	8	Points
	Level 6 Contributor	6	Points
	Level 7 Contributor	4	Points
	Level 8 Contributor	2	Points
	Non-Compliant Contributor	0	Points

120

DEPARTMENT OF HEALTH



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Project Leader

KZN Department of Health
Private Bag X 9051
Pietermaritzburg
3200
033 940-2511 - Tel Number

Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200
Tel Number: 033-940-2511
Fax Number:

Institution:

Various Health Facilities

Bid Number: ZNB10011/2021-H
CIDB Grading: 5CE
ECDP Number: N/A

Project Code: N/A
Document Date: 06 October 2021

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

THE CONTRACT



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

C1 - AGREEMENT AND CONTRACT DATA



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid No - ZNB10011/2021-H



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR:	
UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK	
Bid no:	
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za .
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted but <u>not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
PRE-TENDER INFORMATION	
CONTRACTING AND OTHER PARTIES	
[1.1.1.15]	Employer: KZN-Department of Health Postal address: <i>Private Bag X 9051</i> PIETERMARITZBURG 3200 Tel: 033-940-2511 Fax:
[1.2.1.2]	Physical address: 35 Hyslop Road, Townhill office Park PIETERMARITZBURG 3200

Bid no:	
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects period is 12 Months
Latent Defect Period	
[5.16.31]	The latent defect period is: 10 Years
Documentation required before Commencement of the Works:	
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from Project Leader, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Project Leader is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 7 calendar days

<p>[5.8.1]</p> <p>[5.8.1]</p>	<p>Non-Working days</p> <p>Non-Working days Special non- working days</p> <p>Saturday & Sundays All Nationally Recognized Public Holidays and the year end break</p>												
<p>[3.1.3]</p>	<p>Engineer/Principal Agent to consult with Employer</p> <p>The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.</p>												
<p>[6.2.1]</p>	<p>Security</p> <p>The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.</p>												
<p>[6.2.1]</p>	<p>The liability of the Guarantee shall be for 10%. Please see Offer and Acceptance form for various option available to Bidder.</p>												
	<p>Commencement Date</p> <p>Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p>												
	<p><i>The Agreement comes into effect on the date when: The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any)</i></p> <p><i>The agreement ("this document") consists of:</i></p> <ol style="list-style-type: none"> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above. <p><i>(See Form of Offer and Acceptance)</i></p>												
<p>[5.3.1]</p>	<p>The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.</p>												
<p>[5.4.1]</p>	<p>Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer.</p>												
<p>[5.6.1]</p>	<p>The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.</p>												
	<p>CONTRACT DETAILS</p>												
<p>[1.1.1.33]</p>	<p>Works description: Refer to document C3 – Scope of Work.</p>												
<p>[1.1.1.30]</p>	<p>Site description: Refer to document C4 – Site Information.</p>												
	<p>Specific options that are applicable to a State organ only Where so:</p>												
<p>[6.10.6.2]</p>	<p>1) Interest rate legislation: (a) In respect of interest owed <u>by</u> the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) In respect of interest owed <u>to</u> the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <p>3) Payment will be made for materials and goods</p> <p>4) Dispute resolution by litigation</p> <p>5) Extended defects liability period applicable to the following elements:</p> <table border="1" data-bbox="1018 1346 1337 1503"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> <tr> <td>Yes</td> <td></td> <td>No X</td> </tr> <tr> <td colspan="3">0</td> </tr> </table>	Yes	X	No	Yes	X	No	Yes		No X	0		
Yes	X	No											
Yes	X	No											
Yes		No X											
0													
<p>[8.6.1.1.2]</p>	<p>The Value of material, supplied by the Employer, and not Included in the Contract Price, is: <u>R0.00</u></p>												
<p>[8.6.1.1.3]</p>	<p>The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price</p>												
<p>[8.6.1.3]</p>	<p>The limit for indemnity for liable insurance is: <u>Unlimited</u></p>												
<p>[6.5.1.2.3]</p>	<p>The percentage allowance to cover overhead charges for contractor and subcontractors, is: <u>N/A</u></p>												
<p>[1.1.1.14]</p>	<p>Practical Completion Date</p>												
	<p>The Practical Completion date is: A time measured from the Commencement date.</p>												
<p>[5.5.1]</p> <p>[5.13.1]</p>	<p>For the works as a whole: The whole of the works shall be completed within: <u>6</u> Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</p> <p>The date for practical completion shall be <u>To be determined</u></p> <p>The penalty per calendar day shall be: <u>0.04% of the Contract Price, rounded to the nearest R10</u></p>												

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
	Portion 1:
[5.5.1]	Annual service 1
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 2:
[5.5.1]	Annual service 2
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	6 Months service
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[7.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.
	Maximum retention is: 10.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule."
[6.8.3]	must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 Indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released Indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP) (Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[6.8.3]	
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	Clause
[1.1.1.5]	COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
[5.12.2.2]	ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
[6.2.1]	CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT – The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.
	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 the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:
(a)	In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
(b)	In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

<p>[1.1.1.16]</p> <p>[1.1.1.21]</p>	<p>ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>GENERAL ITEMS – or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
<p>[4.4.1]</p>	<p>Add the following to the clause 4.4.1: "The Contractor shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</p>
<p>[6.2.1]</p>	<p>Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS".</p>
<p>[6.10.6.2]</p>	<p>Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</p> <p>Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
<p>[5.12.3]</p> <p>[5.14.5.1]</p> <p>[5.16.4]</p> <p>[6.2.2]</p> <p>[6.2.3]</p> <p>[9.3.2.2]</p>	<p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor.</p> <p>5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.</p> <p>5.12.3.3 Contract instructions not occasioned by default by the contractor.</p> <p>5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</p> <p>5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</p> <p>5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</p> <p>5.12.3.7 Insolvency of a nominated subcontractor.</p> <p>5.12.3.8 A direct contractor.</p> <p>5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</p> <p>5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.</p> <p>5.12.3.12 Suspension of the works."</p> <p>Omit entire clause 5.14.5.1</p> <p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</p> <p>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p> <p>It shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</p> <p>Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance</p> <p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p>
	<p>MANAGING PROJECT DURATION</p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p>
	<p>INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</p> <p>(a) #REFI as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>

		<ol style="list-style-type: none"> 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. 2. No claims for stoppages less than 2 (two) hours per day shall be considered. 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rata to the actual Working Days. 																																																					
		<p>9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2" rowspan="2">Description</th> <th colspan="5">Months</th> <th rowspan="2">Total</th> </tr> <tr> <th>Sept</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Jan</th> </tr> <tr> <th colspan="2"></th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Programmed</td> <td>Rain days</td> <td>0</td> <td>30</td> <td>30</td> <td>15</td> <td>15</td> <td>90</td> </tr> <tr> <td>Actual</td> <td>Rain days</td> <td>18</td> <td>22</td> <td>35</td> <td>15</td> <td>18</td> <td>108</td> </tr> <tr> <td>Difference</td> <td></td> <td>-18</td> <td>8</td> <td>-5</td> <td>0</td> <td>-3</td> <td>-16</td> </tr> <tr> <td colspan="7">Estimated Extension of time - in working days</td> <td>2</td> </tr> </tbody> </table> <p>8 hrs/day*</p> <p><i>See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.</i></p>	Description		Months					Total	Sept	Oct	Nov	Dec	Jan			Hours	Hours	Hours	Hours	Hours	Hours	Programmed	Rain days	0	30	30	15	15	90	Actual	Rain days	18	22	35	15	18	108	Difference		-18	8	-5	0	-3	-16	Estimated Extension of time - in working days							2
Description		Months					Total																																																
		Sept	Oct	Nov	Dec	Jan																																																	
		Hours	Hours	Hours	Hours	Hours	Hours																																																
Programmed	Rain days	0	30	30	15	15	90																																																
Actual	Rain days	18	22	35	15	18	108																																																
Difference		-18	8	-5	0	-3	-16																																																
Estimated Extension of time - in working days							2																																																
Bid no:	ZNB10011/2021-H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:																																																					
POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.																																																							
1 CONTRACT DETAILS																																																							
[1.1.1.9]	Contractor Name: _____																																																						
[1.1.2]	Postal address: _____																																																						

	Tel no _____	Fax no _____																																																					
	Tax / VAT Registration No: _____	e-mail _____																																																					
	Physical address: _____																																																						

[1.1.1.10]	The accepted contract price inclusive of tax is R : _____																																																						
	[Amount in words] _____																																																						
	Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																						
	The preliminaries amounts shall be paid in terms of: <table border="1" style="float: right; margin-top: 10px;"> <tr> <td>*Alternative A</td> <td>Yes</td> </tr> <tr> <td>**Alternative B</td> <td>N/A</td> </tr> </table>		*Alternative A	Yes	**Alternative B	N/A																																																	
*Alternative A	Yes																																																						
**Alternative B	N/A																																																						
	<p><small>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</small></p> <p><small>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</small></p> <p>If the Contractor and the Engineer/Principal Agent cannot agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows:</p> <p style="margin-left: 40px;">10% of the General Items/Preliminaries amount shall not be varied</p> <p style="margin-left: 40px;">15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum</p> <p style="margin-left: 40px;">75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the Initial Construction Period.</p>																																																						
	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																						
Alternative A	For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-																																																						
	- An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the Initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.																																																						
	The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section.																																																						
	If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows:																																																						
	<p style="margin-left: 40px;">10% of the amount shall not be varied</p> <p style="margin-left: 40px;">15% varied in proportion of the Contract Value to the Contract Sum</p> <p style="margin-left: 40px;">75% varied in proportion to the revised Construction period compared with the Initial Construction Period</p>																																																						
	Sectional Completion : Subdivision of Preliminaries Costs																																																						
	For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.																																																						
	The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.																																																						
	When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.																																																						
	Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.																																																						
	<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">YES</div> yes / no																																																						

132

	or		
Alternative B	The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. <div style="float: right; border: 1px solid black; padding: 2px;">NO yes / no</div>		
	The contractor is informed that only option 'A' shall apply		
2 DOCUMENTS			
Contract documents marked and annexed hereto:			
Priced Bills of Quantities: <div style="display: flex; justify-content: space-between; width: 100%;"> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div>			
Lump Sum document: : <div style="display: flex; justify-content: space-between; width: 100%;"> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div>			
Guarantee Options:			
Not applicable			
2.2 DESIGN BRIEF			
Not applicable			<input type="checkbox"/> YES or NO
2.3 DRAWINGS			<input checked="" type="checkbox"/> YES or NO
See list of drawings/Annexure's attached to this document.			<input type="checkbox"/> YES or NO
2.4 DESIGN PROCEDURES			<input checked="" type="checkbox"/> YES or NO
Not applicable			
Contract drawings: <div style="display: flex; justify-content: space-between; width: 100%;"> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div>			
Other documents:			
Waiver of the Contractors lien or right of continuing possession is required. <div style="float: right; border: 1px solid black; padding: 2px;">YES</div>			
3 SIGNATURES OF THE CONTRACTING PARTIES			
Thus done and signed at.....onof.....20.....			
Name of signatory		for and behalf of the Employer who by signature hereof	
Capacity of signatory		as Witness.	
Thus done and signed at.....onof.....20.....			
Name of signatory		for and behalf of the Contractor who by signature hereof	
Capacity of signatory		as Witness.	



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

C1.3 - FORM OF GUARANTEE

C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)

Head: Health
KZN Department of Health:
Private Bag X 9051
PIETERMARITZBURG
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Bid Number ZNB10011/2021-H

Project Code N/A

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical Address:

"Employer" means:

The Provincial Administration of KwaZulu-Natal in its Department of Health

"Contractor" means:

"Engineer" means:

"Works" means:

**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x
20KL WATER STORAGE TANK**

"Site" means:

"Contract" means:

The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means:

The accepted amount inclusive of tax of: _____

Amount in Words:

"Guaranteed Sum" means:

The maximum aggregate amount of: **10%**

Of Contract Sum

Amount in Words:

"Expiry Date" means:

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE
TANK**

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS
GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid no:	ZNB10011/2021-H	Project Code:	N/A

C2.1 Pricing Instructions

	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
1	<p>MASSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>All bids by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>

10	<p>BROAD BASED BLACK ECONOMIC EMPOWERMENT</p> <ol style="list-style-type: none"> 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid. 				
11	<p>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</p> <ol style="list-style-type: none"> 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5 Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" data-bbox="148 1283 1418 1429"> <tr> <td data-bbox="148 1283 630 1350">Name of Supplier</td><td data-bbox="630 1283 1418 1350"></td></tr> <tr> <td data-bbox="148 1350 630 1429">Central Supplier Database (CSD) Supplier Number:</td><td data-bbox="630 1350 1418 1429"></td></tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	<p>TAX CLEARANCE REQUIREMENTS</p> <p>It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> 1 In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids. 2 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. 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. 				

141

	<p>6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.</p>				
	<table border="1"> <tr> <td data-bbox="145 241 509 309">Security PIN Number</td> <td data-bbox="509 241 1420 309"></td> </tr> <tr> <td data-bbox="145 309 509 376">Company / Entity Tax Reference Number</td> <td data-bbox="509 309 1420 376"></td> </tr> </table>	Security PIN Number		Company / Entity Tax Reference Number	
Security PIN Number					
Company / Entity Tax Reference Number					
13	<p>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</p> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>				
14	<p>VALUE ADDED TAX</p> <p>The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>				
15	<p>FIXED PRICE CONTRACT</p> <p>Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>				



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

C2.2 - Preliminaries and Generals

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

BILL NO. 1

C2 .2 PRELIMINARY AND GENERAL

	NOTES	UNIT	QUANTITY	RATE	AMOUNT
I)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
II)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
III)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
IV)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
V)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
VI)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
VII)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. See Contract Data .				
	SECTION A: GENERAL CONDITIONS OF CONTRACT				
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Engineer (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

144

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1 Refer to the SCOPE OF WORK for detail requirements:					
B1	Scope F:..... V:..... T:.....	Item			
B2	Normative references F:..... V:..... T:.....	Item			
B3	Definitions F:..... V:..... T:.....	Item			
B4	Requirements for construction and management F:..... V:..... T:.....	Item			
B4.1	General F:..... V:..... T:.....	Item			
B4.2	Responsibilities for design and construction F:..... V:..... T:.....	Item			
B4.3	Planning, programme and method statements F:..... V:..... T:.....	Item			
Carried forward to collection				R	

145

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
SECTION C: SCOPE OF WORK in accordance with SANS 10403 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for Inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
	SECTION E: SPECIFIC PRELIMINARIES <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>				
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

SECTION E: SPECIFIC PRELIMINARIES		UNIT	QUANTITY	RATE	AMOUNT
E4	SITE INSTRUCTIONS Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Health) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item			
E8	SECTIONAL COMPLETION When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item			
E9	LOCAL LABOUR It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

150

		UNIT	QUANTITY	RATE	AMOUNT
E10	IMPORT PERMITS AND DUTIES <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP) <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Health will not accept the submission by Tenderers of lists of additional items.</p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS E12.1 a Employment Targets <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> E12.1 b Employment requirements <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>E12.1 c Labour rate and payment intervals</p> <p>The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</p> <p>E12.2 a Labour Intensive Construction (LIC) method</p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>E12.2 b Labour Intensive Construction Method</p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>E12.3 RECORD KEEPING</p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.4 EPWP REPORTING as per EPWP DATA FORM</p> <p>At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:</p> <ol style="list-style-type: none"> 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e <ol style="list-style-type: none"> 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA <p>F:..... V:..... T:.....</p> <p>E12.5 EPWP PROMOTION</p> <p><u>12.5.1 EPWP signage board</u></p> <p>EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minium 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p> <p><u>12.5.2 Branding of labour apparel</u></p> <p>Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p> <p>E12.6 COMMUNITY LIAISON OFFICER (CLO)</p> <p><u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u></p> <p>In addition to the requirements of Clause E9, contained in this document;</p> <p>The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p>	Item			
	Item			
	Item			

<p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 				
Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p>E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p>	Item			
		Item			
		Item			
	Carried forward to collection			R	

155

		UNIT	QUANTITY	RATE	AMOUNT
	<p><u>TENDERER'S TO NOTE CONDITIONS</u></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the Interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><u>CO-ORDINATION</u></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><u>ATTENDANCE</u></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p><u>E12.9 EPWP CONTRACT FOR LABOUR</u></p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p>	Item			
		Item			
	Carried forward to collection			R	

156

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.10 EPWP SCOPE of WORK</p> <p>Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will Indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p>Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Health Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>F:..... V:..... T:.....</p>	Item			
Carried forward to collection			R	

157

		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a) F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b) F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment . F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

158

		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Health and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used. F:..... V:..... T:.....	Item			
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids. F:..... V:..... T:.....	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings. F:..... V:..... T:.....	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work. F:..... V:..... T:.....	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes. F:..... V:..... T:.....	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account. F:..... V:..... T:.....	Item			
E24	ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

159

		UNIT	QUANTITY	RATE	AMOUNT
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works. F:..... V:..... T:.....	Item			
E26	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
E28	As-built drawings	Item	1		
E29	HDG Certificate	Item	1		
E30	Certificate of guarantee against leaks for 5 years	Item	1		
E31	Safety file	No.	15		
E32	COVID-19 Costs PPE	Item	15		
	Carried forward to collection			R	

SECTION 1

SUMMARY – PRELIMINARY & GENERAL

Collection	Page No.	Amount	
	1	R	
	2	R	
	3	R	
	4	R	
	5	R	
	6	R	
	7	R	
	8	R	
	9	R	
	10	R	
	11	R	
	12	R	
	13	R	
	14	R	
	15	R	
	16	R	
Carried forward to Final Summary		R	

Section No. 1
Preliminary & General
Summary

161



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

**UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER
STORAGE TANK**

PART C2.3 BILL OF QUANTITIES

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION :B</u>				
	<u>EARTHWORKS: Provisional</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	Excavation to be done to fit the registered Engineer's foundation design and specification.				
	<u>Geotechnical Test</u>				
1	Allow for a Geotechnical specialist to test ground samples and produce a Geotech Reports for the 15 sites which will allow the Professional Structural/Civil Design engineer to do foundation design.	Item	1		
	<u>Site Clearance</u>				
2	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees including compaction and carting away excavated materials for each site	No	15		
	<u>Excavation in earth not exceeding 2m deep including compacting excavated surfaces</u>				
3	Excavation for 3m x 3m x 0.5m bases	m ³	68		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
4	Soft rock	m ³	7		
5	Hard rock	m ³	10		
	<u>Extra over all excavations for carting away</u>				
6	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	85		
	<u>200mm Thick G5 material compacted to 98% MOD AASHTO density.</u>				
7	Under bases	m ³	20		
	Total carried to summary				R -
	SECTION B: EARTHWORKS				

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>CONCRETE, FORMWORK & REINFORCEMENT:</u></p> <p><u>Provisional</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Cost of tests</u></p> <p>The cost of making, storing and testing of concrete cubes as required under clause 7 "tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"),</p> <p><u>30 Mpa Reinforced concrete cast against excavated surfaces</u></p>				
1	800 mm Bases complete with holding down bolts for the tower structure	m ³	108		
	<u>Test cubes</u>				
2	Making and testing 150 x 150 x 150mm concrete strength	No.	15		
	<u>Steel reinforcement to concrete work</u>				
3	Reinforcement for each base as per design	Tons	11		
	<u>Formwork to sides</u>				
4	formwork to bases	m ²	144		
5	50mm blinding	m ³	9		
6	50mm Grout	m ³	9		
	Total carried to summary				R .

CONCRETE, FORMWORK & REINFORCEMENT					
Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ELEVATED WATER TANKS</u>				
1	Supply, deliver and install elevated 3660 x 2440 x 2440 mm (20 kl) Domestic Water Storage Tank (complete with covers, ball float valves, pressure control valve, air release valve, scour valve, valve chamber, ball pressure valve, coupling, level indicators, overflows, inlets, outlets and Ø65 drain connections as scheduled and specified) including a steel structure 10m high to support the tank complete with ladders, balustrades, bolts etc. Allow for a 65mm diameter bore for drain and over-flow facility, 50mm diameter bore for water inlet facility and 75mm diameter for water outlet facility and earthing. As per manufacturer details.	No	15		
2	75mm Nominal bore (Tank Water Outlet Pipe) Supply and Install Galvanized (GSM) Pipework c/w fittings and supports with pipe markers (Provisional Quantity)	m	495		
3	Water meter	No	15		
Total carried to summary					R -
ELEVATED TANKS					

166

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PROFESSIONAL SERVICES</u>				
	<u>Engineer's foundation design, design certificate, drawing, specification</u>				
1	Allow for a registered engineer to design all work pertaining to the tank stand foundations and slab, supplying of design certificate, engineering drawing, foundation construction specification and supervision of construction & certifying of foundations on all 15 sites.	Item	1		
	Total carried to summary				R -
	PROVISIONAL SUMS				

167

SUMMARY PAGE					
Item		Page			AMOUNT
1	PRELIMINARY AND GENERAL	1			R -
2	EARTHWORKS	2			R -
3	CONCRETE, FORMWORK & REINFORCEMENT	3			R -
4	ELEVATED WATER TANKS	4			R -
5	PLUMBING AND DRAINAGE	5			R -
6	PROFESSIONAL SERVICES	6			R -
	Sub-total				R -
	Add 15% VAT				R -
	Carried to form of tender				R -

168



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title: UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

Bid no: ZNB10011/2021-H **Project Code:** N/A

	<u>SECTION 1</u>
1	<u>EXTENT OF THE WORKS</u>
1.1	EMPLOYERS OBJECTIVES
	Installation of elevated water tanks with an objective to provide storage of water for future usage in the event of emergency and drought. It will also improve working conditions and ensure facilities are safe and complies with the Occupational Health and Safety regulations.
1.2	OVERVIEW OF THE WORKS
	Construction of elevated water tank foundations Installation of elevated water tank Commissioning of elevated water tank
1.3	EXTENT OF THE WORKS
	Supply, delivery, installation and commissioning of elevated water tanks to various facilities in Harry Gwala District. 1. Construction of elevated tank foundations 2. Installation of elevated water tanks 3. Commissioning of elevated water tanks
1.4	LOCATION OF THE WORKS
	Various Facilities
2	<u>ENGINEERING</u>
2.1	EMPLOYER'S DESIGN
	Not applicable
2.2	
	Not applicable
2.3	DRAWINGS
	Layout for Signage, Road and Parking Line Marking and Undercover Parking

170

2.4	<p>DESIGN PROCEDURES</p> <p>Not applicable</p>
3	<p><u>PROCUREMENT</u></p>
3.1	<p>PREFERENTIAL PROCUREMENT PROCEDURES</p> <p>This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to www.kzntreasury.gov.za for access to the relevant documents.</p> <p>Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.</p>
3.2	<p>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p>
3.3	<p>SCOPE OF MANDATORY SUBCONTRACT WORK</p> <p>Not applicable</p>
3.4	<p>PREFERRED SUBCONTRACTORS/SUPPLIERS</p> <p>Not applicable</p>
3.5	<p>SUBCONTRACTING PROCEDURES</p> <p>Not applicable</p>
4	<p><u>WORKS</u></p>
4.1	

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS See above 4.1						
4.3	PARTICULAR / GENERIC SPECIFICATIONS The Contractor is referred to the following documents whether attached to this document or not: <table border="1"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Health and Safety Specification</td><td>1</td></tr> <tr> <td>Preambles</td><td>1</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Health and Safety Specification	1	Preambles	1
<u>SPECIFICATION</u>	<u>PAGES</u>						
Health and Safety Specification	1						
Preambles	1						
4.4	CERTIFICATION BY RECOGNIZED BODIES N/A						
4.5	AGRÉMENT CERTIFICATES Not applicable						
4.6	PLANT AND MATERIAL PROVIDED BY THE EMPLOYER Not applicable						
4.7	SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER Not applicable						
4.8	OTHER SERVICES AND FACILITIES The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.						
5	<u>MANAGEMENT</u>						
5.1	APPLICABLE SANS 1921 STANDARDS						
5.3	MANAGEMENT MEETINGS There will meeting(s) arrangement(s) between the succesful service provider and the represantatives of the Department. 5.4 FORMS FOR CONTRACT ADMINISTRATION The Employer shall provide all necessary forms. 5.5 ELECTRONIC PAYMENTS The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.						

172

5.6	DAILY RECORDS The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.
5.7	BONDS AND GUARANTEES The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to 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.
5.8	PAYMENT CERTIFICATES Requirements will be in accordance with the Employers prescriptions.

5.9	<p>PERMITS</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p>
5.10	<p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	<p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p> <p><u>SECTION 2</u></p> <p><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></p> <p>Clause Numbers</p> <p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>N/A</p> <p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p> <p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p> <p>4.3 The planning, programme and method statement are to comply with the following:</p> <p>N/A</p> <p>4.12.2 Fabrication drawings that the contractor is to provide to the employer are:</p> <p>None</p>

174

4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: to be arranged
4.17.4	Requirement for detection apparatus
	None
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:
	[Provide list of applicable contractors]



UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:	UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK		
Bid No.	ZNB10011/2021-H	Project Code:	N/A
C4.1 Site Information			
C4.1	GENERAL		
(a)	.		
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
(a)	Required		



public works

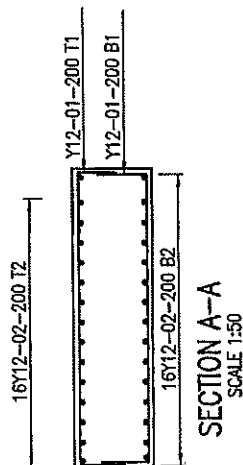
Department:
Public Works
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

PART C5 - DRAWINGS / ANNEXURES

178

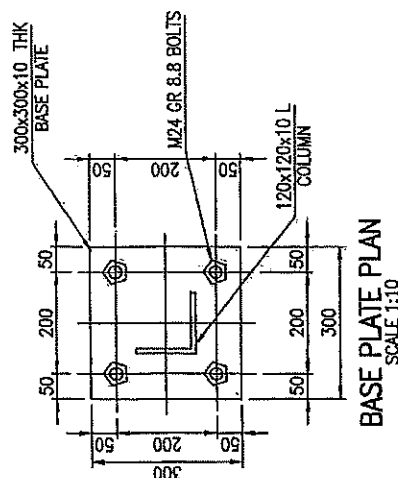
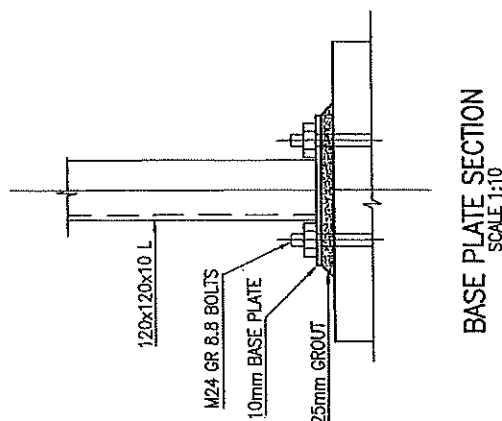
NO BOLTS SIZE AND SPACING AS PER TANK
SUPPLIER SPECIFICATIONS

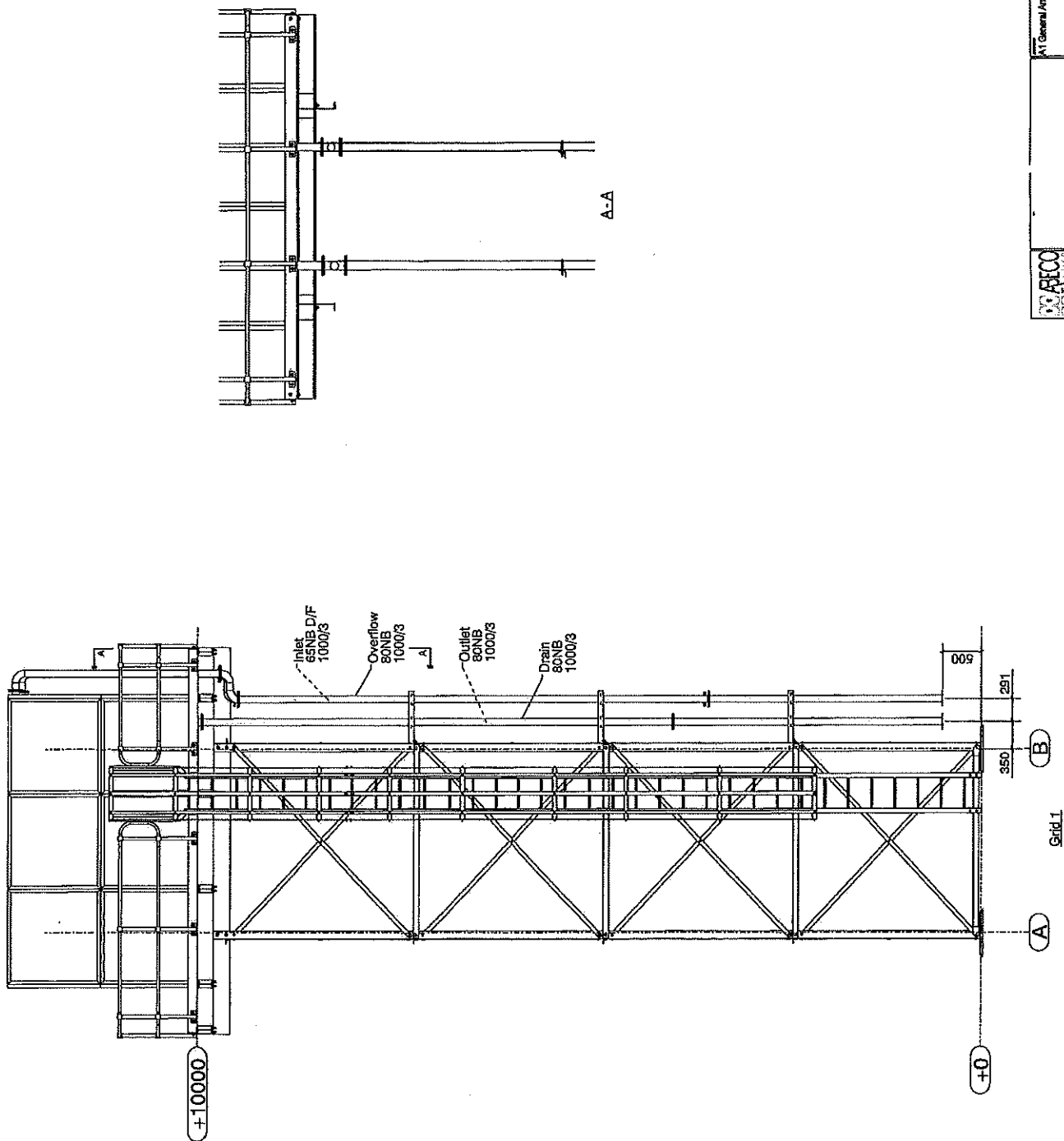


EXCAVATION WORKS RULES

1. SITE TO BE CLEARED OF VEGETATION
2. 150mm TOP SOIL TO BE EXCAVATED TO SPOIL
3. THE ENGINEER TO VERIFY SOIL CLASS BEFORE EXCAVATION OF FOUNDATIONS
4. SHOULD THE SOIL HAVE UNDESIRABLE CHARACTERISTICS, THE ENGINEER TO ADVISE ON REMEDY
5. INSTU MATERIAL TO BE COMPACTED TO 93% MODRASHTO
6. NO WORKS TO BE COVERED BEFORE INSPECTION AND APPROVAL

DOMINANT SOIL CLASS IS S1

[illegible]





health
Department:
Health
PROVINCE OF KWAZULU-NATAL

UTHUKELA DISTRICT - INSTALLATION AND COMMISSIONING OF 15 x 20KL WATER STORAGE TANK

ANNEXURES

ANNEXURE 3 – LOCATION LIST OF INSTITUTIONS

UTHUKELA DISTRICT – INSTALLATION OF 15 X 20KL ELEVATED STEEL WATER TANKS

	Facility Name	Type	Surbub	Tel Code	Tel Number	Latitude	Longitude
1	Estcourt	Forensic Mortuary	Escourt	036	3429860	-29.0319823	29.8769643
2	Acaciavale	Clinic	Ladysmith	036	6376833	-28.586827	29.79619
3	Bergville	Clinic	Bergville	036	4481805	-28.730019	29.349583
4	Connor Street	Clinic	Estcourt	036	3527882	-29.009814	29.875241
5	Ekuvukeni	Clinic	WASBANK	034	261 1018	-28.46566	30.15713
6	Ezakhani 2	Clinic	Ladysmith	036	6361045	-28.618819	29.91672
7	Ezakhani E	Clinic	Ladysmith	036	6341283	-28.630372	29.880666
8	Fordeville	Clinic	Estcourt	036	3527882x260	-28.995637	29.870479
9	Kleinfontein	Clinic	Ladysmith	None	None	-28.362957	29.649563
10	Limit Hill	Clinic	Ladysmith	036	6373185	-28.538814	29.805344
11	Rockcliff	Clinic	Wasbank	034	2612010	-28.500591	30.207874
12	Steadville	Clinic	Ladysmith	036	6376832	-28.56131	29.817466
13	Tholusizo	Clinic	COLENSO	036	422 2315	-28.736768	29.838334
14	Walton	Clinic	Ladysmith	036	6372194	-28.557522	29.778474
15	Wembezi	Clinic	Estcourt	036	3582396	-29.05206	29.785244