PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
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

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

Project Leader
Mr. J. Pillay
Private Bag X9051
Townhill
Pietermaritzburg
3200
033-940 2569 - Tel Number
033-940-2538 - Fax Number
justin.pillay@kznhealth.gov.za

Electrical Engineer
Mr. J. Pillay
eThekwini Maintenance Hub
eThekwini
4091

082-708-2807 - Tel Number
N/A - Fax Number
justin.pillay@kznhealth.gov.za

Employer:
Head: Health
KZN Department of Health
Private Bag X9051
PIETERMARITZBURG
3200
Tel Number: 033 - 9402569
Fax Number: 033 - 9402538

Region:
Chief Director: Infrastructure Development
KZN Department of Health
Private Bag X9051
Pietermaritzburg
3200
Tel Number: 033-940 2569
Fax Number: 033-940 2538

Tender Number:	ZNB 9991/2021-H	Project Code:	0
CIDB Grading:	3EB	Document Date:	30-Sep-2021
ECDP Number:	N/A	Contract Period:	6 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH

BILLS OF QUANTITIES

FOR

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

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Mr. J. Pillay
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Tender Number: **ZNB 9991/2021-H**

CIDB Grading: **3EB**

ECDP Number: **N/A**

Project Code: **0**

Document Date: **44469**

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

health
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PROVINCE OF KWAZULU-NATAL

THE TENDER

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IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Health, Provincial Administration of KwaZulu-Natal.

"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.

No alternativeTenders will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Tenderding Entity or Tenderder who, on acceptance of the Offer, would become the contractor"

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PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

THE TENDER

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PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART T1. - TENDER PROCEDURES

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PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**
Advertisement date:	**20 August 2021**	**Closing date:**	**30 September 2021**
Closing time:	**11:00**	**Validity period:**	**120 Calender Days**

It is estimated that tenderers must have a CIDB contractor grading designation of 3EB or higher. No alternative Class of work, as refered to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

	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)* All Tenderer's should have a CIDB Class of Construction 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.
Only Tenderder's who are responsive to the following responsiveness criteria are eligible to submit Tenders:	
X	Only those tenderers 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 Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 3EB or higher, class of construction work, are eligible to have their Tenders evaluated.
X	Joint ventures are eligible to submit tenders provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 3EB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : **3EB** or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
X	Tender 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).
X	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
X	Tax Compliance Status (TCS) PIN number and Tenderer's or entity tax reference number.
X	Contractor's Safety, Health and Environmental Declaration.
X	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
X	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 Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
X	Proof of Paid Municipal Rates and Taxes (Attach)
X	Proof of UIF Registration (Attach)
X	Financial Standing and other resources of Business Declaration
X	Compulsory Enterprise Questionnaire.

[X]	**Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.**
[X]	Invitation to Tender - SBD 1

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

Name of Tenderer: _____

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]

A Verification Agency Accredited by the South African Accreditation System (SANAS) YES [ ] or NO [ ]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES [ ] or NO [ ]

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

[X] 80/20 Preference point scoring system [ ] 90/10 Preference point scoring system

NOTE	Refer to T2.36 - Functionality Criteria		
Functionality requirement:		60	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
Preference points system: **Preferences are offered to Tenderer'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)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
Total must equal **10 or 20 points**		**20**	Points

Notes:

1 Tenderers should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.

2 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.

3 The Tender box is generally open during official working hours.

4 All Tenders must be submitted on the official forms – (Not to be re-typed)

5 THIS TENDER 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

6 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

7 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 Functionality evaluation score, have more than the minimum number of points for Functionality 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 non-financial proposals failed to achieve the minimum number of points for Functionality.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

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

SCM Old Boys Model School, 310 Jabu Ndlovu Street, PMB

A non-refundable tender deposit of R330 is payable as per the tender advertisement , on collection of the Tender documents. The Tenderders must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: 0
Bank Name: 0
Account Number: 0
Bank Code: 0
Reference No: 0

The Tenderder must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

COMPULSORY CLARIFICATION MEETING

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

PPSD - Provincial Pharmaceutical Supply Depot.
1 Higginson Highway, Mobeni, Durban. (Next to Clairwood Hospital)
Main car park - Main Sub-station

on: **Tuesday, 14 September 2021**

QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

DOPW Project Manager:	Mr. J. Pillay	**Telephone no:**	033-940 2569
Cell no:	082-708-2807	**Fax no:**	033-940 2538
E-mail:	justin.pillay@kznhealth.gov.za		

DEPOSIT / RETURN OF TENDER 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:		DEPOSITED IN THE TENDER BOX AT:
	OR	KZN Department of Health Old Boys Model School Supply Chain Management Offices 310 Jabu Ndlovu Street Pietermaritzburg 3200

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PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

T1.2 - TENDER DATA

T1.2 TENDER DATA

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Project Code:	**0**		
Tender no:	**ZNB 9991/2021-H**	**Closing date:**	**30 September 2021**
Closing time:	**11:00**	**Validity period:**	**120 Calender Days**

Clause number:	
	The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice **423 of 2019** in Government Gazette **42622 of 8 August 2019** as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. 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. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The Employer is the Head: Health (KZN Department of Health-Province of KwaZulu-Natal)
	For this contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts." The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.
C.1.2	The single volume procurement document issued by the Employer comprises the following:

	TENDER	
	Part T1: Tendering procedures	
	T1.1 -	Tender Notice and Invitation to Tender
	T1.2 -	Tender Data
	T1.3 -	Annexure C - Standard Conditions of Tender
	Part T2: Returnable documents	
	T2.1 -	List of returnable documents
	T2.2 -	Returnable schedules (See different forms listed in ***T2.1 - Returnable Schedule***)
	CONTRACT	
	Part C1: Agreements and Contract Data	
	C1.1 -	Form of Offer and Acceptance
	C1.2 -	Contract Data
	C1.3 -	Form of Guarantee
	Part C2: Pricing data	
	C2.1 -	Pricing Instructions
	C2.2 -	Bills of Quantities
	Part C3: Scope of works	
	C3.1 -	Scope of Works
	C3.2 -	Specification for HIV/AIDS awareness
	C3.3 -	HIV/STI Compliance report
	C3.4 -	Project Specific Construction Safety, Health and Environmental Specification
	C3.5 -	Supplementary Preambles

Part C4: Site Information	
C4.1 -	Site Information
C4.2 -	Builders Lien Agreement
Part 5: List of Drawings/Annexure's	
C5.1 -	List of Drawings
C5.2 -	Standard Preambles for all Trades (Rev 3) - DOH 2009
C5.3 -	General Electrical Specifications
C5.4 -	Lightning Protection Specifications
C5.5 -	Map of Tender submission location
C5.6 -	Joint Venture Agreement
C5.7 -	Health and Safety Specification
C5.8 -	Health and Safety Bill of Quantities
C5.9 -	Builders Lien Agreement
C5.10	Geotechnical Investigation Report (If applicable)
C5.11	EPWP Employment Contract
C5.12	Attendance Register - Infrastructure and Other projects
C5.13	EPWP Data Collection tool for Phase 3 system

C.1.4 The Employer's agent (Engineer/Principal Agent) is:

Name:	**Mr. J. Pillay**
Capacity:	**Project Leader**
Address:	**Private Bag X9051 , Townhill , Pietermaritzburg , 3200**
Tel:	**033-940 2569**
Fax:	**033-940-2538**
E-mail:	**justin.pillay@kznhealth.gov.za**
Responsible person:	**Mr. J. Pillay**

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"

C.1.6 **PP2-Competitive Selection Procedure** | **Design by Employer**

PP2D-Quotation Procedure

Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.

C.2.1 For eligibility refer to **T1.1 Tender Notice and Invitation to Tender**

This is not an EPWP project

Only those tenderers 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 Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :

3EB or higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1 every member of the joint venture is registered with the CIDB;

2 the lead partner has a contractor grading designation in the 3EB or higher, class of construction work; or

not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status

3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a :

3EB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.

C.2.7 For particulars regarding a pre-tender site inspection meeting (clarification meeting), see **T1.1 Tender Notice and Invitation to Tender.**

C.2.12 Alternative tender offer permitted: **Yes** ☐ **No** ☐ **X**

	If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
	Only the complete Service as per the Bills of Quantities
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderders own cost. The CD must be clearly marked with the tender information and company details.
C.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 tenderer". Tenderders 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.
C.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 Tender Notice and Invitation to Tender.**
	A Quotation Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per **T1.1 Tender Notice and Invitation to Tender.**
C.2.16	The tender offer validity period is as per **T1.1 Tender Notice and Invitation to Tender.**
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers **do not** have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to **List of Returnable Schedules** and **Scope of Works** to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: **KZN Department of Health, Southern Region Office, 10 Prince Alfred Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid**
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender 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 Tender documents. 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 or b) significantly change the Employers or the Tenderers 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.
C.3.13	**Tender offers will only be accepted if:** (a) Tenderders must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderder's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender 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 Tenderder has not: 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 Tenderder is registered with: i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderder submitted Authority to Sign the tender. (i) the Tenderder submitted Financial standing & other resources of Business Declaration. (j) the Tenderder submitted Equipment Schedules, if applicable. (k) the Tenderder signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderder submitted Preference Certificate, if applicable. (m) the Tenderder submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderder submitted Declaration of Interest. (o) the Tenderder submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality" as per Tender Data scheduled requirements 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 Tenderder as described in the form of offer and acceptance.
C.3.15	Tenderders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderder one copy of the signed contract document and one copy of an unpriced bills of quantities

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

C.1 General

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C.1.1 Actions

C.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 and comply with all legal obligations and not engage in anticompetitive practices.

C.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. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer

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

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.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfil his or her duties impartially;

ii) an individual or tenderer 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 tenderer who 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.

C.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 read, copied and recorded. Communication 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**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer 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 engineering and construction works specified in the inviteation;
b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.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.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **tender data** requires 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.

C.1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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

F.1.6.3.2 Option 2

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

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.2.2.1 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.

C.2.2.2 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.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

C.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.

C.2.10 Pricing the tender offer

C.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**.

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

C.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**.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as 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**.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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**.

C.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.

C.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**.

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

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

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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**.

C.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.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

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

C.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 C.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.*

C.2.18 Provide other material

C.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 employers request, the employer may regard the tender offer as non-responsive.

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

C.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**.

C.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**.

C.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.

C.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**.

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

C.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

C.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.

C.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 (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.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 BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.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 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.

C.3.5.2 Evaluate the 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check Responsive tenders for discrepancies between amounts in words and amounts in figures.Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 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 items 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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered of accept the corrected total of prices

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) 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.

b) 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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

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

a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) 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,

c) has the legal capacity to enter into the contract,

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the Award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.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.

C.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.

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Project Manager:	**Mr. J. Pillay**	**Tender no:**	**ZNB 9991/2021-H**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Tenderer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Tender	Yes	
Authority for Consortia or Joint Venture's to Sign Tender	Yes	
Special Resolution of Consortia or Joint Venture's	Yes	
Schedule of Proposed Sub-Contractors	Yes	
Joint Venture Involvement Declaration	Yes	
Capacity of Tenderer	Yes	
Annual Financial Statement for past financial year	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Financial Standing and other resources of Business Declaration	Yes	
Contractor's Safety, Health and Environmental Declaration.	Yes	
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Tender 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	
Functionality Criteria	Yes	
Invitation to Tender - SBD 1	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

(Tenderer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender 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 of Tender deposit	Yes	
Proof of Paid Municipal Rates and Taxes (Attach)	Yes	
Proof of UIF Registration (Attach)	Yes	
Proof of Registration Number on the Central Suppliers Database	Yes	
Annual Financial Statement for past financial year	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	
Record of Addenda to Tender Documents	Yes	
Particulars of Electrical Contractor	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material	Yes	
Schedule of Imported Materials and Equipment	Yes	
Confirm Receipt of Offer and Acceptance	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderder to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Bill of Quantities	Yes	
Form of Guarantee	Yes	
Declaration of Tenderders Past SCM Practices - SBD 8	Yes	
List of Drawings/Annexure's	Yes	
The National Industrial Participation Programme	Yes	
Required Structure of Contractor's detailed OHSE Plan	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes	
Base line Risk Assessment	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	Yes	
Part FOUR: Schedule of Equipment - Project Specifications	Yes	

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Tenderer to Insert a tick (√) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable	
Proof of working capital of at least 25% of project value: Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents. Competency and experience of the Tenderer Proof in the form of official letter from financial institution stipulation credit limit/available capital	**Yes**	
Schedule of experience with supply and installation of similar generator installations value and scope. Contractor to provide completion certificates for each project.	**Yes**	
Submission of a detailed organogram Submission of a detailed project organogram that shows roles and responsibilites of each team member that will be allocated to this project	**Yes**	
All key project resources have more than (5) years' experience in the generator installation industry. All key project resources have experience in projects of a similar value and nature Tenderer to submit proof of experience within CV and completion certificates of key project resources in their involvement in generator installation projects.	**Yes**	
Tenderer to submit Detailed CV with traceable references, Certificates of qualified professionals in their full employment to be attached.	**Yes**	
Submission of detailed, comprehensive Health & Safety Management Plan which complies with minimum requirements of the Department of Labour and the KZN DoH, relevant to the project.	**Yes**	

T2.2 AUTHORITY TO SIGN TENDER

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

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

Tender Number: **ZNB 9991/2021-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 Tender, and any and all other documents and/or correspondence in connection with and relating to this Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender 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 **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 TENDER

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 Tender, 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:

   PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

   Tender Number: **ZNB 9991/2021-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:

1. ** Delete which is not applicable.*
2. *NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
3. *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	Designation
Grading 2 + Grading 2 + Grading 2	= 3
Grading 3 + Grading 3 + Grading 3	= 4
Grading 4 + Grading 4	= 5
Grading 4 + Grading 3 + Grading 3	= 5
Grading 5 + Grading 5	= 6
Grading 5 + Grading 4 + Grading 4	= 6
Grading 6 + Grading 6	= 7
Grading 6 + Grading 5 + Grading 5	= 7
Grading 7 + Grading 7 + Grading 7	= 8
Grading 8 + Grading 8 + Grading 8	= 9

Tenderers 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 Tender.

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 tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

_____

_____

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:

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

Tender Number: **ZNB 9991/2021-H**

Project Code: **0**

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 Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender 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:	PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET		
Tender no:	ZNB 9991/2021-H	**Project Code:**	0

DECLARATION RELATING TO A TENDER 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:	
TENDERERS CIDB REGISTRATION NUMBER:	
Name	
Address	
Percentage involvement	%

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

Party No. 3	
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:	
TENDERERS 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 Tender 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:	PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET		
Tender no:	ZNB 9991/2021-H	**Project Code:**	0

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 their CIDB Registration number shall be 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 in accordance with requirements in the contract 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 No:	Previous experience with Subcontractor
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	Date
Name of Enterprise:			

T2.7 CAPACITY OF TENDERER			
Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	

1. **WORK CAPACITY:** (The Tenderer 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 Tender 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	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
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):

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

Tender No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date Tender submitted	Contact Detail

2. PARTICULARS OF THE TENDERERS 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	

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 Tenderer	Signature of authorised representative	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

(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 Tenderer 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 Tenderer 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 DoPW 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 DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)

(e) Tenderer 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 Tenderer

understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoPW, 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 DoPW, 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 Tenderer, 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:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

This preference form must form part of all tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

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

1.3 Preference points for this Tender shall be awarded for:

(a)	Price points and	80
(b)	Functionality points	60
		140

(c) B-BBEE Status Level of Contribution

1.3.1	**PRICE**			80
1.3.2	**SPECIFIC CONTRACT PARTICIPATION GOALS**			
1.3.3	1.3.3.1	**Broad-Based Black Economic Empowerment (B-BBEE)**		
		(i)	Level 1	20
		(ii)	Level 2	18
		(iii)	Level 3	14
		(iv)	Level 4	12
		(v)	Level 5	8
		(vi)	Level 6	6
		(vii)	Level 7	4
		(vii)	Level 8	2
		(vii)	Non-compliant contributor	0

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

1.4 Failure on the part of a tenderer 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 tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The tenderer shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE 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 tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.

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 Emp Act.

2.7 **"Tender"** 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 Tendering 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 No 102 of 1996)

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 specif 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 Tender 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 Tender 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 tenderer 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 tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.

3.5 Should two or more tenders 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

or

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

P_s = Points scored for cooperative price of Tender under consideration

P_t = Comparative price of Tender under consideration

P_{min} = Comparative price of lowest acceptable Tender

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, preference points must be awarded to a Tenderder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 Tenderders 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 Tenderders 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 Tender.

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 Tender documents that such a Tenderder 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 Tenderder 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 TENDER DECLARATION

6.1 Tenderders 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 PARAGRAPHS 1.3.3.1 AND 5.1 ABOVE

7.1 B-BBEE Status Level of Contribution: [ ] = [ ]

[B-BBEE Status level of Contribution] [Max c f 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-contracted? Yes ☐ No ☐

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? [ ] %

(ii) the name of the sub-contractor? _____

(iii) the B-BBEE status level of the sub-contractor? _____

(iv) whether the sub-contractor is an EME? 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: _____

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

Partnership/ Joint Venture/ Consortium	One person business/Sole Proprietor	Close Corporation	Company	(Pty) Ltd
☐	☐	☐	☐	☐

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

_____
_____
_____
_____
_____
_____
_____

9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	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
(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 Tenderding 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 Tenderder 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 TENDERER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET** Please do a print pre before printing.		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**
Site Inspection Date:		**14 September 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 Tenderer	Signature	Date

Name of DOH Representative	Signature	Date

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

Departmental Stamp:

T2.11 DECLARATION OF INTEREST - SBD 4

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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 Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of the possible allegations of favouritism, should the resulting Tender/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 Tenderder 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 Tenderder is employed by the state; and/or

1.2 the legal person on whose behalf the quotation/Tenderding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/Tender(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/Tender.

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

2.1 Full Name of Tenderder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder[2].): _____

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 Tenderder 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 Tender document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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 Tenderder, 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/Tender?

2.9.1 If so, furnish particulars: YES / NO

_____

_____

_____

2.10 Are you, or any person connected with the Tenderder, aware of any relationship (family, friend, other) between the Tenderder and any person employed by the state who may be involved with the evaluation and or adjudication of this quotation/Tender? 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 Tenderding 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 TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____ _____

Signature **Date**

_____ _____

Position **Name of Tenderer**

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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

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

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		**Date**	
Name		**Position**	
Tenderer			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

This schedule should be completed by the tenderer. *(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 location. (http://en.wikipedia.org/wiki/Bill_of_lading)*

Name of authorised representative	Signature	Date

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

1 This Standard Tendering Document must form part of all tenders 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 Tender of any Tenderder may be disregarded if that Tenderder, 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 Tender.

Item	Question		
4.1	*Is the Tenderder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?* **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	**Yes** ☐	**No** ☐
4.1.1	*If so, furnish particulars:*		
4.2	*Is the Tenderder 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)?* *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.*	**Yes** ☐	**No** ☐
4.2.1	*If so, furnish particulars:*		
4.3	*Was the Tenderder 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?*	**Yes** ☐	**No** ☐
4.3.1	*If so, furnish particulars:*		
4.4	*Was any contract between the Tenderder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?*	**Yes** ☐	**No** ☐
4.4.1	*If so, furnish particulars:*		

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:	PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET		
Tender no:	ZNB 9991/2021-H	Project Code:	0

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:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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

TECHNICAL DATA: **STANDBY GENERATOR**

Manufacturer:	
Model number:	
Serial number:	

Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

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

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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 Tender.

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 Tender 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 Tender 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 Tender 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 Tenderer

T2.18 Compulsory Enterprise Questionnaire

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

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

i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

ii) 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;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		**Date**	
Name			
Position			
Enterprise name			

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

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

TAX CLEARANCE REQUIREMENTS

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer'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.

1. In order to meet this requirement Tenderders are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer 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 tenders 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 Revinue 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 varify taxpayers compliance status online via SARS e-filing.
4. Tenderers 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 / Tendering Entity Tax Reference Number	

Name of Tenderer: .....

Signature of tenderer: .....

Date: .....

T2.20 PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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 Tender 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

Tender no: ZNB 9991/2021-H

OFFER

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

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	(Name and address of employer)		
Name and signature of witness			

Schedule of Deviations

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

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. Subject:
Details:

1.1.4. Subject:
Details:

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

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

T2.21a CONFIRMATION OF RECEIPT

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET			
Tender no.:	**ZNB 9991/2021-H**	**Project Code:**	**0**

The Tenderer (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 BILL OF QUANTITY SUMMARY

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH A COPY OF PROOF, THAT THE TENDERER 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 tender

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 tenderers (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 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderDERS AND SUCCESSFUL TenderDERS (CONTRACTORS)

3.1 Tenderders are required to sign and submit this Standard Tenderding Document (SBD 5) together with the Tender on the closing date and time.

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

- Tender / 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 Tenderder (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 Tenderder (contractor) and, therefore, does not involve the purchasing institution.

Tender number: _____ Closing date: _____

Name of tenderer: _____

Postal address: _____

_____

Signature: _____ Name (in print): _____

Date: _____

T2.26 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION - SBD 9			
Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

1. This Standard Tendering Document (SBD) must form part of all Tenders[1] 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 Tenderding (or Tender rigging).[2] Collusive Tenderding 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 Tender of any Tenderder if that Tenderder, 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 Tenderding 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

[1] Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

[2] Tender rigging (or collusive Tenderding) 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 Tenderding process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

ZNB 9991/2021-H - PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

(Tender Number and Description)

in response to the invitation for the tender 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderder to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderder;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderder to determine the terms of, and to sign the Tender, on behalf of the Tenderder;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderder, whether or not affiliated with the Tenderder, who:
   (a) has been requested to submit a Tender in response to this Tender invitation;
   (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the Tenderder and/or is in the same line of business as the Tenderder
6. The Tenderder has arrived at the accompanying Tender 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 Tenderding.
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 Tender;
   (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
   (f) Tenderding with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderder, directly or indirectly, to any competitor, prior to the date and time of the official Tender 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 Tenders and contracts, Tenders 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 Tenderer**

T2.27 - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Bid no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH A COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH A COPY OF PROOF, THAT THE TENDERER 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 TENDER DEPOSIT

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE TENDER DEPOSIT BY THE TENDERER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

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

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

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

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Department of Health: Province of KwaZulu-Natal in accordance with the requirements and specifications stipulated in tender number ZNB 9991/2021-H at the price/s
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Tendering documents, viz
   - Invitation to tender;
   - 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 Tenderder's past SCM practices;
   - Certificate of Independent Tender 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 Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tenderding 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 Tenderder or any other person regarding this or any other Tender.
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 tender under reference ZNB 9991/2021-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: _____

Witnesses:

1. _____

2. _____

Date:

OFFICIAL STAMP:

T2.32 - OHSE PLAN STRUCTURE			
Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

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;

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

KINDLY REFER TO:
KZN DOH - Occupational Health and Safety Specification

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**
Tender no:	**ZNB 9991/2021-H**
Project Code:	**0**

KINDLY REFER TO:

KZN DOH - Occupational Health and Safety Specification

T2.34 - BASELINE RISK ASSESSMENT			
Project title:	PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET		
Tender no:	ZNB 9991/2021-H	Project Code:	0

KINDLY REFER TO:
KZN DOH - Occupational Health and Safety Specification

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 (local production and local content are used interchangeably).

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

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 Tenderding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tenderding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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 content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where;

x is the imported content in Rand
y is the Tender 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 Reserve Bank (SARB) at 12:00, on the date of advertisement of the Tender as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

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 Tender documentation;

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 follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

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 conditions must be the rate(s) published by SARB for the specific currency at 12:00, on the date of advertisement of the Tender.

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: Tenderders 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 dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY

IN RESPECT OF TENDER NO. **ZNB 9991/2021-H**

ISSUED BY: _____

(Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Tenderders should first complete Declaration D. After completing Declaration D, Tenderders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Tenderders for verification purposes for a period of at least 5 years. The successful Tenderder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ *(full names),*

do hereby declare, in my capacity as _____

of _____ *(name of Tenderder entity),*

the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011;

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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		

If the Tender is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

T2.36 - Functionality Criteria

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality **60** out of 100 sub-points is as follows:

	Evaluation Criteria	Deliverables	Points		Sub-Points		Sub-Criteria
1.	Financial Standing	The submission of all financial requirements stipulated in the tender. Proof in the form of official letter from financial institution stipulation credit limit/available capital	20	Points	20	Sub-points	Proof of working capital of at least 25% of project value: Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents. Competency and experience of the Tenderer Proof in the form of official letter from financial institution stipulation credit limit/available capital
					0	Sub-points	No or irrelevant submission, does not meet requirement
2.	Competency, Experience and Resource Capacity	Tenderer to submit the company competency, human resource capacity and relevant project experience. Contractor to submit completion certificates as proof of completed projects.	20	Points	20	Sub-points	3-5 Succesfully completed projects of similar value and scope completed in the last 5 years (4pts per project). Contractor to submit completion certificates as proof of completed projects.
					0	Sub-points	Less than 3 successfully completed projects of similar value and scope completed and exceeding 5 years. No or irrelevant submission, does not meet requirement
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	Tenderer to submit a detailed project organogram that sets out the roles and responsibilities of each proposed team member, shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated.	40	Points	20	Sub-points	Submission of a detailed project organogram that shows roles and responsibilites of each team member submitted in the CVs below; that will be allocated to this project
					0	Sub-points	No or irrelevant submission, does not meet requirement
		Submission of detailed CV's of key team members showing relevant experience and qualifications			20	Sub-points	Tenderer to submit Detailed CV with traceable references, Certificates of qualified professionals in their full employment to be attached. At least 1 x qualified Electrical Artisans with relevant generator installation & LV experience, 1 x qualified mechanical artisan with generator installation experience, at least 1x works supervisor with relevant experience,at least 1 OHSE Officer with relevant experience . All resources above must have more than 5 years experience in the generator installation industry.
					0	Sub-points	No or irrelevant submission, does not meet requirement
4.	OHSE - Occupational Health & Safety Management Plan	Tenderer to submit a detailed site specific Health & Safety Management Plan detailing, Risks, Safety File, Appointment Safety Officers showing roles and responsibilities of each proposed team member. The fully comprehensive site specific safety plan must include all details pertaining to the project and must satisfy all KZN DOH and DOL requirements.	20	Points	20	Sub-points	Submission of detailed, comprehensive Health & Safety Management Plan which complies with minimum requirements of the Department of Labour and the KZN DoH, relevant to the project.
					0	Sub-points	Submission contains less than 80% of OHSE Plan structure, and Client Requirements.

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE			
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

PART A
INVITATION TO TENDER - SBD 1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF HEALTH

TENDER NUMBER:	ZNB 9991/2021-H	**CLOSING DATE:**	44469	**CLOSING TIME:**	11:00
DESCRIPTION					

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

SUPPLIER INFORMATION

NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**CSD No:**	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes
	No			No
If YES, State the name of the verification agency accredited by SANAS				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES**	YES		NO	
	[IF YES ENCLOSE PROOF]				**(IF YES ANSWER PART B:3 BELOW)**				
SIGNATURE OF TENDERER					**DATE**				
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED					**TOTAL TENDER PRICE (ALL INCLUSIVE)**				

TenderDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR TENDERING - SBD 1

1. Tender SUBMISSION:

1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. TENDERERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.4. WHERE A TenderDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE Tender DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TenderDING INSTITUTION.

1.5. THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 TenderDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TenderDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE Tender.

2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE TenderDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS

3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE Tender INVALID.

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
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

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

Project Leader
Mr. J. Pillay
Private Bag X9051
Townhill
Pietermaritzburg
3200
033-940 2569 - Tel Number
033-940-2538 - Fax Number
justin.pillay@kznhealth.gov.za

Electrical Engineer
Mr. J. Pillay
eThekwini Maintenance Hub
eThekwini

4091
082-708-2807 - Tel Number
N/A - Fax Number
justin.pillay@kznhealth.gov.za

Employer:
Head: Health
KZN Department of Health
Private Bag X9051
PIETERMARITZBURG
3200
Tel Number: 033 - 9402569
Fax Number: 033 - 9402538

Region:
Chief Director: Infrastructure Development
KZN Department of Health
Private Bag X9051
Pietermaritzburg
3200
Tel Number: 033-940 2569
Fax Number: 033-940 2538

Tender Number: **ZNB 9991/2021-H**
CIDB Grading: **3EB**
ECDP Number: **N/A**

Project Code: **0**
Document Date: **30 September 2021**

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

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

THE CONTRACT

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

C1 - AGREEMENT AND CONTRACT DATA

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNB 9991/2021-H

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

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.

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:
with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

Replacement of an existing 320kVAGenerator and 500kVA Generator with new 450kVA and 630kVA Indoor Type Emergency Power Generators including Associated Electrical Equipment and Minor Building Work.

Tender no: **ZNB 9991/2021-H**

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 tender 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 not left blank. 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:**
Head: Health (KZN Department of Health: Province of KwaZulu-Natal)

Postal address:
Private Bag X9051
PIETERMARITZBURG
3200

Tel: ***0339402538*** Fax:

[1.2.1.2] Physical address:
KZN DoH Townhill Office Park Townhill Hospital Hyslop Road Pietermaritzburg
PIETERMARITZBURG
3201

PART 1: DATA PROVIDED BY THE EMPLOYER

[1.1.1.13] **Defects Liability Period**

The defects liability period is: **12 Months**
Defects Liability Period is 12 Months for the whole of the Works

Defects Liability Period is 12 Months for Building Works

Latent Defect Period

[5.16.3] The latent defect period is: 10 years after the Final Approval Certificate

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 the Employer, prior to the Commencement Date.
[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, 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 the Employer, prior to the Commencement Date.
[8.6]	Insurance	The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, 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 the Employer, 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 the Employer, 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 Principal Agent 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: 5 calendar days

	Non-Working days
[5.8.1]	Non-Working days **Sundays** Special non- working days **All Nationally Recognized Public Holidays and the year end break**
[5.8.1]	First Year end break - commences ***16-Dec-21*** ends on ***10-Jan-22*** Second Year end break - commences ***N/A*** ends on ***N/A*** Third Year end break - commences ***N/A*** ends on ***N/A*** Fourth Year end break - commences ***N/A*** ends on ***N/A***
	Engineer/Principal Agent to consult with Employer
[3.1.3]	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.
	Security
[6.2.1]	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.
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option
	Commencement Date
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	*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)* *The agreement ("this document") consists of;* *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.* *(See Form of Offer and Acceptance)*
[5.3.1]	The contractor shall commence executing the Works As and when called upon by an Appointed person from the office of the Infrastucture Development Directorate
[5.4.1]	***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 fully signed copy of the Form of Offer and Acceptance from the **employer.**
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
	CONTRACT DETAILS
[1.1.1.33]	***Works*** description: Refer to document C3 – Scope of Work.
[1.1.1.30]	***Site*** description: Refer to document C4 – Site Information.
	Specific options that are applicable to a **State** organ only Where so :
[6.10.6.2]	*1)* Interest rate legislation: *(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
	2) Lateral support insurance to be effected by the contractor: *Yes* / *No X*
	3) Payment will be made for materials and goods *Yes X* / *No*
	4) Dispute resolution by litigation *Yes* / *No X*
	5) Extended **defects** liability period applicable to the following elements: *N/A*
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: ***R0.00***
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: ***R1 000 000.00***
[8.6.1.3]	The limit for indemnity for liable insurance is: ***R 20 000 000***
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: ***15.00%***
[1.1.1.14]	**Practical Completion Date** The Practical Completion date is: **N/A**
	For the **works** as a whole: The whole of the works shall be completed within: ***6*** *Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).*
[5.5.1]	The date for **practical completion** shall be ***To be determined***
[5.13.1]	The penalty per calendar day shall be : ***0.04% of the Contract Price, rounded to the nearest R10***

	***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]	***N/A***
[5.13.1]	***N/A***
	Portion 2:
[5.5.1]	***N/A***
[5.13.1]	***N/A***
	Portion 3:
[5.5.1]	***N/A***
[5.13.1]	***N/A***
	Portion 4:
[5.5.1]	***N/A***
[5.13.1]	***N/A***
	Portion 5:
[5.5.1]	***N/A***
[5.13.1]	***N/A***
	Portion 6:
[5.5.1]	***N/A***
[5.13.1]	***N/A***
[1.3.2]	***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: ***0.00%*** *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] *[6.8.3]*	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."* 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. 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."*
[6.8.2] *[6.8.3]*	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.
[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] *[10.5.3]* *[10.9.1]*	The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: **One** 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 Tenderer'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
	Clause
[1.1]	*[1.1.1.5]* **COMMENCEMENT DATE** – means the actual date of Site Hand over that should not occur prior to the Tenderer 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 exessive 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 tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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

	[1.1.1.16]	**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)**
	[1.1.1.21]	**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.
	[4.4.1]	Add the following to the clause 4.4.1: *"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"*
	[6.2.1]	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".
	[6.10.6.2]	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)."* 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,.."*
	SPECIAL CONDITIONS OF CONTRACT	
[5.12.3]		Omit clause 5.12.3 and add the following: *"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;* *5.12.3.1 Failure to give possession of the site to the contractor.* *5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.* *5.12.3.3 Contract instructions not occasioned by default by the contractor.* *5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.* *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.* *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.* *5.12.3.7 Insolvency of a nominated subcontractor.* *5.12.3.8 A direct contractor.* *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.* *5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.* *5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.* *5.12.3.12 Suspension of the works."*
[5.14.5.1]		Omit entire clause 5.14.5.1
[5.16.4]		Add the following new clause *"5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:* *5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."*
[6.2.3]		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 guarantee.*
[9.3.2.2]		Omit *"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."*
		Duties and functions of the **Engineer** requiring the specific approval of the **Employer** BEFORE execution of any part of these duties are as follows:
	(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 and replace with
	(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 Health, have been approved and signed by the **Employer.**
	(c)	Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement** of the Works.
	(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.
	(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 **Employer.**
	MANAGING PROJECT DURATION	
	(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 dub-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.
	(b)	Activity-and total float shall belong to the Employer.
	(c)	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contact that, the contracter 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 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.
	INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE	
	(a)	The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months 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.
	(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: (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (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.

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-rate to the actual Working Days.
9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

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	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
8 hrs/day*						Estimated Extension of time - in working days	2

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: **ZNB 9991/2021-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:** _____

[1.2.1.2] 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:

***Alternative A**	**Yes**
****Alternative B**	**N/A**

** 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.*

*** 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.*

If the Contractor and the Engineer/Principal Agent can not 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;

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the Initial Construction Period.

Alternative A

Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

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;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the Initial Construction Period

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

YES *yes / no*

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.

NO *yes / no*

The contractor is informed that only option 'A' shall apply

2 **DOCUMENTS**

Contract documents marked and annexed hereto:

Priced **Bills of Quantities:** Yes ☐ No ☐

Lump Sum document: : Yes ☐ No ☐

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable ☐ YES or NO

2.3 DRAWINGS ☐ YES or NO

See list of drawings/Annexure's attached to this document. ☐ YES or NO

2.4 DESIGN PROCEDURES ☐ YES or NO

Not applicable

Contract drawings: Yes ☐ No ☐
Other documents:

Waiver of the Contractors lien or right of continuing possession is required. YES

	GUARANTEE OPTIONS	
	The Tenderer 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.	
	Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 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 tenderer 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 Tenderer offers to provide security as indicated below: select one option	
	(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 10% of the value certified 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 certified in the payment certificate (excluding VAT)	
	NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer 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.	
3	**SIGNATURES OF THE CONTRACTING PARTIES**	
	Thus done and signed at.....on .....of.....20.....	
	Name of signatory	for and behalf of the **Employer** who by signature hereof
	Capacity of signatory	as Witness.
	Thus done and signed at.....on .....of.....20.....	
	Name of signatory	for and behalf of the **Contractor** who by signature hereof
	Capacity of signatory	as Witness.

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

C1.3 - FORM OF GUARANTEE

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

Head: Health
KZN Department of Health:
Private Bag X9051
PIETERMARITZBURG
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNB 9991/2021-H	**Project Code 0**

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: **PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**

"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: N/A% _____
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) _____

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

C2.1 Pricing Instructions

Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.

1 **MASSES AND MEASURING UNITS**

These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.

The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender 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 : Health 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.

2 **PRICES FOR VARIATIONS**

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 : Health 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.

3 **SCALE**

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.

4	**PROVISIONAL ITEMS** All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.
5	**TIMELY ORDERING OF MATERIALS** 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.
6	**ELECTRICAL LIGHTING, POWER AND WATER** 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 Employer. 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. Tenderers are 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.
7	**IMPORT PERMITS, DUTIES AND SURCHARGES.** All tenders 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 tender documents. If this day falls on a weekend or public holiday, the next working day must be used. Furthermore, Tenderers 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. Together with this, the Tenderer 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.
8	**STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS** The work executed under this Contract has been measured in accordance with the; **Standard System of Measuring Builders Work (7th Edition)** 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.

9	**PRICING OF ROCK EXCAVATIONS**
	It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.

10 BROAD BASED BLACK ECONOMIC EMPOWERMENT

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 tender.

11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the 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. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier Number:	

12 TAX CLEARANCE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder'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 tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderder 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 tenders 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.

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.

Security PIN Number	
Company / Entity Tax Reference Number	

13 BILLS OF QUANTITIES/LUMP SUM DOCUMENT

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 Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

14 VALUE ADDED TAX

The tender 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.

15 FIXED PRICE CONTRACT

Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:

Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders 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.

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

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	
		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	
		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 - CLAUSE4.17.1 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 Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.				
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:..... *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.*	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	
		UNIT	QUANTITY	RATE	AMOUNT
E10	**IMPORT PERMITS AND DUTIES** 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. 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. F:..... V:..... T:.....	Item			
E11	**CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)** 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.*** 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. F:..... V:..... T:.....	Item			
E12	**EPWP CONDITIONS AND SPECIFICATIONS** **12.1 EMPLOYMENT TARGETS** E12.1 a Employment Targets 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. No of jobs to be created =.....*[Contractor to fill in an estimated number]* F:..... V:..... T:..... E12.1 b Employment requirements	Item			

	Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.				
	Tenderers must allow for any costs for the employement of unskilled labour as per the requirements of the EPWP program; 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 boundries 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. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
	E12.1 c Labour rate and payment intervals 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. 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. 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. F:..... V:..... T:.....	Item			
	12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited F:..... V:..... T:.....	Item			
	E12.2 b Labour Intensive Construction Method 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. 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)" F:..... V:..... T:.....	Item			
	E12.3 RECORD KEEPING				

	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. F:..... V:..... T:.....	Item			
	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. This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Health after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
	E12.4 EPWP REPORTING as per EPWP DATA FORM 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: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 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. Copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA F:..... V:..... T:.....	Item			
	E12.5 EPWP PROMOTION 12.5.1 EPWP signage board				

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 minimum 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.

F:..... V:..... T:..... Item

12.5.2 Branding of labour apparel

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.

The contractor is then advised to price for both item 17.5.1 and 17.5.2

F:..... V:..... T:..... Item

E12.6 COMMUNITY LIAISON OFFICER (CLO)

UTILISATION OF A COMMUNITY LIAISON OFFICER

In addition to the requirements of Clause E9, contained in this document;

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

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.

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.

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

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
	8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommenda-tion to the Contractor regarding the grievances and solution thereto. 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. 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. 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: Health				
	F:..... V:..... T:.....	Item			
	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. 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. 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.				
	F:..... V:..... T:.....	Item			
	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: <u>African Equity Ownership</u> 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. b) The Priority Population Group consists of women, youth and disabled people. 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 Health EPWP Co-ordinator and the Community Liaison Officer (CLO).				

d) A Mentor is to be employed by the Contractor, in consultation with the Department of Health 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.

In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.

F:..... V:..... T:..... Item

Carried forward to collection			R	
	UNIT	QUANTITY	RATE	AMOUNT

TENDERER'S TO NOTE CONDITIONS

a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.

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.

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.

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

e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.

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.

g) Work requiring specialized tools will be provided free of chargeby the Contractor with the provision that these be returned upon completion of the Work.

CO-ORDINATION

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.

Item

F:..... V:..... T:.....

ATTENDANCE

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.

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.

	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. F:..... V:..... T:.....	Item			
	E12.9 EPWP CONTRACT FOR LABOUR 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. F:..... V:..... T:.....				
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
	E12.10 EPWP SCOPE of WORK **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. 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; i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc. iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tilling; carpentry; flooring; waterproofing; etc. F:..... V:..... T:.....	Item			
	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. <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. Linkage of payment for labour-intensive component of works to submission of project data 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. Applicable labour laws The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works 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. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		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:..... ***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.***	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.** Tenderers 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 Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer 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 Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E18	**GENERAL PREAMBLES** The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" 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 Tenderer'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 Tenders. F:..... V:..... T:.....	Item			
E20	**EXISTING PREMISES OCCUPIED** Refer to Scope of Works Part C3 of this Tender 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 Tenderder must arrange with the Authorities to obtain permission to enter the site for Tenderding 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	
		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 rigfht 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.				
	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

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART C2.3 BILL OF QUANTITIES

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART C3. SCOPE OF WORKS

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

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

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender no:	**ZNB 9991/2021-H**	**Project Code:**	**0**

SECTION 1

1 EXTENT OF THE WORKS

1.1 EMPLOYERS OBJECTIVES

Installation of a new standby power supply generator set, canopy typeincluding associated electrical equipment and minor building works.

1.2 OVERVIEW OF THE WORKS

Installation of a 500kVA Outdoor Canopy Type Emergency Power Generator together with associated electrical equipment including DSE Webnet module for control and self-bunded diesel tank.

1.3 EXTENT OF THE WORKS

Installation of new standby Generator Plant, Cables and Plant room refurbishment. Minor excavation for cable works.

1.4 LOCATION OF THE WORKS

The site is situated within the premises of the Clairwood Hospital, 1 Higginson Highway.

1.5 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)

2 ENGINEERING

2.1 EMPLOYER'S DESIGN

Not applicable

2.2 DESIGN BRIEF

Not applicable

2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

2.4 DESIGN PROCEDURES

Not applicable

3 PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

This tender 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. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents.
Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated as not exceeding R 5,000 000,00

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

DIESEL FUEL REMEDIATION INCLUDING THE CLEANING OF DIESEL FUEL TANKS BY A SPECIALIST SUB-CONTRACTOR.

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.5 SUBCONTRACTING PROCEDURES

Not applicable

4 CONSTRUCTION

4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

SABS 1473 Part 1 - 1989 /IEC 439 - 1 1985.

4.3 PARTICULAR / GENERIC SPECIFICATIONS

The Contractor is referred to the following documents whether attached to this document or not:

SPECIFICATION	PAGES
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3
Specific Construction, Safety, Health and Environmental Plan	
Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95
General Electrical Specification	E/1 to E/20
0	0
Occupational Health and Safety Act, 1993, Incorporation of DoH Standard Specification for Generators	

4.4 CERTIFICATION BY RECOGNIZED BODIES

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

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 MANAGEMENT

5.1 APPLICABLE SANS 1921 STANDARDS

Bidders are referred to
SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1342, SANS 10089 & SANS 10131.

5.2 RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days		10	0
February	w/days		8	0
March	w/days		9	0
April	w/days		0	0
May	w/days		0	0
June	w/days		0	0
July	w/days		0	
August	w/days		0	
September	w/days		0	
October	w/days	7	0	
November	w/days	8	0	
December	w/days	9	0	

5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.
In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.
Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

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.

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.
At the end of each week the Contractor shall provide the 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.
At the end of each week the Contractor shall provide the 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.

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	**PERMITS** 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. 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. 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. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.
5.10	**PROOF OF COMPLIANCE WITH THE LAW** The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Electrical and Mechanical test certificates - Fire Compliance Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation - Registration with ECB or DOL - Registration with the Institute of Waste Management of Southern Africa (IWMSA) - Disposal Certificate by an accredited Toxic Waste Disposal Company - Independent laboratory test results of remdiated diesel fuel
5.11	**INSURANCE PROVIDED BY THE EMPLOYER** Not Applicable

SECTION 2

SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004

Clause Numbers	
4.1.7	**The requirements for drawings, information and calculations for which the Contractor is responsible are:**
	As built drawings of all electrical installations, including but not limited to Generator sets, LV Switchgear Panel, Schematic and Layout of Standby plant reticulation.
4.2.1	**The responsibility strategy assigned to the Contractor for the works is:**
	Strategy A
4.2.2	**The structural engineer is:**
	N/A
4.2.3	**Drawings & other info are to be submitted in accordance with the contractors programme**
	N/A
4.3	**The planning, programme and method statement are to comply with the following:**
	N/A
4.12.1	**Samples of materials**
	The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: 0
4.12.2	**Fabrication drawings that the contractor is to provide to the employer are:**
	None

4.12.3	**Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:**
	OFFICE FOR FOREMAN
	Not Applicable
	TELEPHONE
	Not Applicable
	OFFICE FOR INSPECTOR OF WORKS
	Not Applicable
	TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS
	Not Applicable
	SHED
	Not Applicable
4.14.6	**The requirement for provision and erection of signboards are:**
	Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Health. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.
4.17.1	**Requirement for the termination, diversion or maintenance of existing services:**
	Not Applicable
4.17.3	**Services which are known to exist on the site:**
	Not Applicable
4.17.4	**Requirement for detection apparatus**
	None

4.18	**ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:**
	By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
4.22	**WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:**
	[Provide list of applicable contractors]

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

a) raising awareness about HIV/AIDS;

b) providing construction workers with access to condoms;

c) HIV counselling, testing and referral services; and

d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;

b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;

c) promote early diagnosis; and

d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;

b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which

c) encourage voluntary HIV/STI testing;

d) provide information concerning counselling, support and care of those that are infected services; and

e) comply with the requirements of 5.2.

***The* provisions *of* 5.1 c) *and d) do not apply to* this contract.**

5.2 HIV awareness programme

5.2.1 The contractor shall:

a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and

b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Health maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;

b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).

5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

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.

The *HIV /Aids* awareness programme *described* in 5.2 shall in addition *be conducted* for the benefit *of* the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the* programme.

C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code: 0
Payment Claim number:
Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).

6. Schedule of construction workers exposed to the HIV awareness programme.

Name	Identity number	Trade / occupation	Name of employer

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION
GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)

Project title:	**PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET**		
Tender No.	**ZNB 9991/2021-H**	**Project Code:**	**0**

C4.1 Site Information

C4.1 GENERAL

(a) Access roads to generator installation site rooms are tar surfaced. Entry points to the site must be inspected during site briefing to ascertain clearances for trucks, earthmovers and rigging equipment.

(b) Lighting is poor at night and should the contractor be forced to work after hours, contractor to arrange for adequate temporary lighting at their own cost.

(c) Generator to be connected from existing substation and Contractor to make prior arrangements with eThekwini Municipality for access controll and switching. These dates and time to be submitted to KZN DoH and PPSD Management.

C4.2 GEOTECHNICAL INVESTIGATION REPORT

(a) Not applicable

health
Department:
Health
PROVINCE OF KWAZULU-NATAL

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT (PPSD)- INSTALLATION OF A NEW GENERATOR SET

Tender No.:	**ZNB 9991/2021-H**	**Project Code:**	**0**

(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO	DESCRIPTION
C5.1 -	Standard Preambles for all Trades (Rev 3) - DOH 2009
C5.2 -	General Electrical Specifications
C5.3 -	Health and Safety Specification
C5.4 -	Health and Safety Bill of Quantities
C5.5 -	Builders Lien Agreement

ANNEXURES	
Annexure 1	**Standard Preambles for all Trades (Rev 3) - DOH 2009**
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 5	Joint Venture Agreement
Annexure 6	**Health and Safety Specification**
Annexure 7	Health and Safety Bill of Quantities
Annexure 8	**Builders Lien Agreement**
Annexure 9	Geotechnical Investigation Report (If applicable)
Annexure 10	EPWP Employment Contract
Annexure 11	Attendance Register - Infrastructure and Other projects
Annexure 12	EPWP Data Collection tool for Phase 3 system