

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

PROVISIONAL BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT
ONE VOLUME APPROACH

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

Project Leader

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Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200
Tel Number: 033 - 940 2554
Fax Number: N/A

Tender Number: ZNB 5014/2022-H
CIDB Grading: 5GB
ECDP Number: N/A

Project Code:
Document Date:
Contract Period: 10 Calendar Months

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH**



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

FOR

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD
DAMAGE RECOVERY WORKS**

Employer

Head: Health

KZN Department of Health

Private Bag X 9051

PIETERMARITZBURG

3200

Tel Number: 033 - 940 2554

Fax Number: N/A

Tender Number: ZNB 5014/2022-H

Project Code: 0

CIDB Grading: 5GB

Document Date: 05/05/2022

ECDP Number: N/A

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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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 Tendering Entity or Tenderder who, on acceptance of the Offer, would become the contractor"



KWAZULU-NATAL PROVINCE

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**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

THE TENDER



KWAZULU-NATAL PROVINCE

HEALTH
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**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

PART T1. - TENDER PROCEDURES



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |
| Advertisement date: | 16 May 2022 | Closing date: | As per tender advert |
| Closing time: | 11:00 | Validity period: | 84 Calender Days |

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

| | |
|--|---|
| | <p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>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.</p> |
|--|---|

Only Tenderder's who are responsive to the following responsiveness criteria are eligible to submit Tenders:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 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 : 5GB or higher, class of construction work, are eligible to have their Tenders evaluated. |
| <input checked="" type="checkbox"/> | <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 5GB 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 : 5GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. |
| <input checked="" type="checkbox"/> | 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). |
| <input checked="" type="checkbox"/> | Submission of Compulsory Returnable Schedules documents as per List of returnable documents. |
| <input checked="" type="checkbox"/> | Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number. |
| <input checked="" type="checkbox"/> | Contractor's Safety, Health and Environmental Declaration. |
| <input checked="" type="checkbox"/> | Complete priced Bill of Quantities to be submitted on the day of the Tender closing date. |
| <input checked="" type="checkbox"/> | Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner. |
| <input checked="" type="checkbox"/> | Compulsory Enterprise Questionnaire. |
| <input checked="" type="checkbox"/> | Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price. |
| <input checked="" type="checkbox"/> | 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: _____

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:

Notes:

- 1 The successful Tenderder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Tenderders should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 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.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 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
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

Open only the financial proposals of tenderers who, in the 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 :

310 Jabu Ndlovu Street, Central Supply Chain Management, Pietermaritzburg

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:

16 Erskine Terrace, South Beach, Durban, Main Entrance at 11:00am

on: **19 May 2022**

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

| | | | |
|----------------------|--|---------------|---------------|
| DOH Project Manager: | Ms. Vuyolwetu Khanyile | Telephone no: | Not Available |
| Cell no: | 083 575 4486 | Fax no: | |
| E-mail: | Vuyolwetu.khanyile@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: |
| |

OR

| |
|--|
| DEPOSITED IN THE TENDER BOX AT: |
| 310 Jabu Ndlovu Street, Central Supply Chain Management, Pietermaritzburg |



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

T1.2 - TENDER DATA

| T1.2 TENDER DATA | | | |
|-------------------------|---|-------------------------|-------------------------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Project Code: | 0 | | |
| Tender no: | ZNB 5014/2022-H | Closing date: | 30 May 2022 |
| Closing time: | 11:00 | Validity period: | 84 Calender Days |
| Clause number: | | | |
| | <p>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.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p> | | |
| C.1.1 | <p>The Employer is the Head: Health (KZN Department of Health-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>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.</p> | | |
| C.1.2 | <p>The single volume procurement document issued by the Employer comprises the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> | | |

| | | | | | | | | | | | | | | | |
|----------------------------------|---|-------|-------------------------------|-----------|-----------------------|----------|--|------|---------------------|------|--|---------|--|---------------------|---------------------------------|
| 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 | | | | | | | | | | | | | | |
| 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: <table border="1"> <tr> <td>Name:</td> <td>Ms. Vuyolwetu Khanyile</td> </tr> <tr> <td>Capacity:</td> <td>Project Leader</td> </tr> <tr> <td>Address:</td> <td>Private Bag X 9051 , PIETERMARITZBURG , PIETERMARITZBURG , 3200</td> </tr> <tr> <td>Tel:</td> <td>083 575 4486</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>E-mail:</td> <td>Vuyolwetu.khanyile@kznhealth.gov.za</td> </tr> <tr> <td>Responsible person:</td> <td>KZN Department of Health</td> </tr> </table> <p>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"</p> | Name: | Ms. Vuyolwetu Khanyile | Capacity: | Project Leader | Address: | Private Bag X 9051 , PIETERMARITZBURG , PIETERMARITZBURG , 3200 | Tel: | 083 575 4486 | Fax: | | E-mail: | Vuyolwetu.khanyile@kznhealth.gov.za | Responsible person: | KZN Department of Health |
| Name: | Ms. Vuyolwetu Khanyile | | | | | | | | | | | | | | |
| Capacity: | Project Leader | | | | | | | | | | | | | | |
| Address: | Private Bag X 9051 , PIETERMARITZBURG , PIETERMARITZBURG , 3200 | | | | | | | | | | | | | | |
| Tel: | 083 575 4486 | | | | | | | | | | | | | | |
| Fax: | | | | | | | | | | | | | | | |
| E-mail: | Vuyolwetu.khanyile@kznhealth.gov.za | | | | | | | | | | | | | | |
| Responsible person: | KZN Department of Health | | | | | | | | | | | | | | |
| C.1.6 | PP2-Competitive Selection Procedure Design by Employer PP2B-Open 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 <p>This is not an EPWP project</p> <p>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 :</p> <p>5GB or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 5GB 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 : <p>5GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</p> | | | | | | | | | | | | | | |

| | |
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| | 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 <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| | 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 Tenderers 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". Tenderers 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 Open 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: 310 Jabu Ndlovu Street, Central Supply Chain Management, Pietermaritzburg |

| | |
|--------|---|
| C.3.8 | <p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ul style="list-style-type: none"> 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. <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> |
| C.3.13 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderder is registered with: <ul style="list-style-type: none"> 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 <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderder as described in the form of offer and acceptance.</p> |
| 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 |



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

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

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 shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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 invitation;
 - 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

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.3.4.3 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 tenderers' agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

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 or 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 rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

| 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.

Preference points are not applicable under this bid



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

| | | | |
|-------------------------|---|-------------------|------------------------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Project Manager: | Ms Vuyolwetu Khanyile | Tender no: | ZNB 5014/2022-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 | <input checked="" type="checkbox"/> |
| Authority to Sign Tender | Yes | <input type="checkbox"/> |
| Authority for Consortia or Joint Venture's to Sign Tender | Yes | <input type="checkbox"/> |
| Special Resolution of Consortia or Joint Venture's | Yes | <input type="checkbox"/> |
| Schedule of Proposed Sub-Contractors | Yes | <input type="checkbox"/> |
| Joint Venture Involvement Declaration | Yes | <input type="checkbox"/> |
| Capacity of Tenderer | Yes | <input type="checkbox"/> |
| Annual Financial Statement for past financial year | Yes | <input type="checkbox"/> |
| Site Inspection Certificate as proof for attendance of compulsory briefing meeting | Yes | <input type="checkbox"/> |
| Compulsory Enterprise Questionnaire. | Yes | <input type="checkbox"/> |
| Financial Standing and other resources of Business Declaration | Yes | <input type="checkbox"/> |
| Contractor's Safety, Health and Environmental Declaration. | Yes | <input type="checkbox"/> |
| Complete Priced Bill of Quantities | Yes | <input type="checkbox"/> |
| Certified Proof of CIDB Registration Number | Yes | <input type="checkbox"/> |
| Contract Form - Purchase of Goods/Works - Part 1 | Yes | <input type="checkbox"/> |
| Contract Form - Purchase of Goods/Works - Part 2 | Yes | <input type="checkbox"/> |
| Functionality Criteria | Yes | <input type="checkbox"/> |
| Invitation to Tender - SBD 1 | Yes | <input type="checkbox"/> |

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 | <input type="checkbox"/> |
| Certified Proof of Good Standing with the Compensation Commissioner (Attach) | Yes | <input type="checkbox"/> |
| Proof of payment of Tender deposit | Yes | <input type="checkbox"/> |
| Certified Proof of Registration Number on the Central Suppliers Database | Yes | <input type="checkbox"/> |
| Annual Financial Statement for past financial year | Yes | <input type="checkbox"/> |
| Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information. | Yes | <input type="checkbox"/> |

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

| | | |
|---|-----|--|
| 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 | |
| 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 | |

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Tenderder 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 30% or more of project value | Yes | |
| Letters of credit reference amounting to at least 30% of the project value from suppliers and credit limits to be stipulated with supporting documents | Yes | |
| Letters of credit reference amounting to at least 25% of the project value from suppliers and credit limits to be stipulated with supporting documents | Yes | |
| Submission of a detailed schedule of years of experience on similar projects | Yes | |
| Schedule of experience on 4 or more projects of similar value and duration (Past 10 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 10 years | Yes | |
| Schedule of experience on 3 projects of similar value and duration (Past 10 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 10 years | Yes | |
| No relevant experience in projects of similar value and duration in the preceding past 10 years | Yes | |
| Submission of a detailed organogram detailing technical key resources forming part of the project | Yes | |
| All key project resources have more than (6) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature.Resources are to include | Yes | |
| Submission of detailed CVs with traceable references of all key resources | Yes | |
| Working programme detailing sequence of work and indicating milestones and the ability to work on an accelerated programme | Yes | |
| Procurement of outsourced resources e.g. sub-contractors | Yes | |
| Working programme detailing sequence of work and indicating milestones and the ability to work on an accelerated programme | Yes | |
| Resourcing strategy for the various work breakdown structures including resource deployment plan (PS) | Yes | |
| Material storage, handling and distribution | Yes | |
| Productivity, programming, resource investment, progress tracking, corrective action plans, etc. | Yes | |
| Programme and progress reporting, including tracking of long lead procurement items | Yes | |
| OHS Management, compliance and reporting | Yes | |
| Site documentation control, filing and archiving | Yes | |
| Queries and information required approach | Yes | |
| Procurement of outsourced resources e.g. sub-contractors | 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:

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Tender Number: **ZNB 5014/2022-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 **certified copy of the Founding Statement** of such corporation must be attached to this tender.

ENTERPRISE STAMP (If Any)

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

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Tender Number: **ZNB 5014/2022-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)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

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

ENTERPRISE STAMP (If Any)

| <u>Deemed to satisfy joint venture arrangements</u> |
|---|
| Grading 2 + Grading 2 + Grading 2 |
| Grading 3 + Grading 3 + Grading 3 |
| Grading 4 + Grading 4 |
| Grading 4 + Grading 3 + Grading 3 |
| Grading 5 + Grading 5 |
| Grading 5 + Grading 4 + Grading 4 |
| Grading 6 + Grading 6 |
| Grading 6 + Grading 5 + Grading 5 |
| Grading 7 + Grading 7 + Grading 7 |
| Grading 8 + Grading 8 + Grading 8 |

| <u>Designation</u> | |
|--------------------|--|
| = 3 | |
| = 4 | |
| = 5 | |
| = 5 | |
| = 6 | |
| = 6 | |
| = 7 | |
| = 7 | |
| = 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)*

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

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

RESOLVED that:

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

*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 | | | |
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| 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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | | | |
| TenderDERS 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.

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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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 |
|-----------|-------|-----------|----------|
| | | | |
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1.3. Workshops:

| Address of Main Workshop: | | | Address of Regional Workshop (If Applicable): | | |
|---------------------------|--------------|---------------------------|---|-----------------------|----------------|
| Tender No. | Project Name | Client Name & Contact No. | Value Tendered in R's | Date Tender submitted | Contact Detail |
| | | | | | |
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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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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

T2.10 SITE INSPECTION MEETING CERTIFICATE

| | | | |
|------------------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |
| Site Inspection Date: | | 19 May 2022 | |

Please
before

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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB5014/2022-H | Project Code: | |

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

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

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 bidder or his or her representative: _____

Identity Number: _____

2.3 Position occupied in the Company (director, shareholder etc): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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.

2.7 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: _____

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

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars:

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

2.10.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

DECLARATION

I, THE UNDERSIGNED (NAME) : _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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 Public Works 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 |

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |

ATTACH A CERTIFIED 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, certified 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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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:

| | |
|--------------------------------|--|
| 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 | |

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

| | |
|---------------------------|--------|
| Manufacturer | |
| Model | |
| Telephone number of Agent | |
| Brochure enclosed | Yes/No |

TECHNICAL DATA:

| | |
|----------------------------|--------|
| Manufacturer | |
| Model | |
| Dimension /Size | |
| Resolution | |
| Zoom ranges | |
| External Radiation Levels | |
| Standard Compliance | |
| Electrical nominal voltage | Volts |
| Monitor Type and size | |
| Agent | |
| Telephone no of Agent | |
| Brochure enclosed | Yes/No |

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

| | |
|---|--------|
| Manufacturer | |
| Model | |
| Timer mode | |
| No of sequential settings per time switch | |
| No of N/O and N/C contacts per setting | |
| Adjustable time lapse between settings | |
| Operating voltage | |
| Operating current | |
| Agent | |
| Telephone number | |
| Brochure enclosed | Yes/No |

TECHNICAL DATA:

| | |
|----------------------|--------|
| Manufacturer | |
| Size | |
| Range | |
| Voltage | |
| Battery Back Up Time | |
| Finish | |
| Agent | |
| Telephone number | |
| Brochure enclosed | Yes/No |

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

| | |
|---------------------------------|--------|
| Manufacturer | |
| Panel thickness | |
| Load | |
| Stops | |
| Car Size | |
| Door Opening | |
| Door Type | |
| Speed | |
| Type of Drive | |
| Speed Control | |
| Type of Car and Landing Buttons | |
| Type of Landing Door Frames | |
| Type of Door | |
| Internal Finishes | |
| Pit | |
| Head Room | |
| Battery Type | |
| Method of joining panels | |
| Floor construction | |
| Standard Compliance | |
| Agent | |
| Telephone number of Agent | |
| Brochure enclosed | Yes/No |

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

| | | |
|---|---------------|-------------------|
| Area: | | |
| Manufacturer: | | |
| Model number: | WCPU | |
| | Cooling Tower | |
| Serial number: | WCPU | |
| | Cooling Tower | |
| Voltage | | V |
| Starting amps | | A |
| Running amps | | A |
| System supply gauge pressure | | kPA |
| System return gauge pressure | | kPA |
| Condenser water inlet temperature | | °C |
| Condenser water outlet temperature | | °C |
| Condenser water flow rate | | l/s |
| Blower unit air inlet temperature | | °C |
| Blower unit air outlet temperature | | °C |
| Blower unit air flow rate | | m ³ /s |
| Conditioned room air temperature after 1 hour, Design | | °C |
| Conditioned room air temperature after 1 hour, Actual | | °C |

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

| | | | |
|-----------------------|--|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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: | <input style="width: 100%;" type="text"/> |
| Section 2: VAT registration number, if any: | <input style="width: 100%;" type="text"/> |
| Section 3: CIDB registration number, if any: | <input style="width: 100%;" type="text"/> |
| Section 4: CSD Number: | <input style="width: 100%;" type="text"/> |

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 | <input style="width: 100%;" type="text"/> |
| Close corporation number | <input style="width: 100%;" type="text"/> |
| Tax reference number | <input style="width: 100%;" type="text"/> |

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 | <input style="width: 100%;" type="text"/> | | |
| Position | <input style="width: 100%;" type="text"/> | | |

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

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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 Compliance 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 Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. 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 CERTIFIED PROOF OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER**

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |

**ATTACH A CERTIFIED 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, certified 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 5014/2022-H

OFFER

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

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

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.

| | | | |
|--------------------------------------|---------------------------------------|--|--|
| For the employer | | | |
| | <i>(Name and address of employer)</i> | | |
| 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 here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

| |
|------------------------|
| 1.1.1. 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

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

| | | | |
|--------------------|-----------------|----------------------|---|
| Tender no.: | ZNB 5014/2022-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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

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 Tendering 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.

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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |

1. This Standard Tendering Document (SBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering 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 Tenderer if that Tenderer, 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 Tendering 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 Tendering) 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 Tendering 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 5014/2022-H - ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD
DAMAGE RECOVERY WORKS**

(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
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 Tenderder

**T2.27 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS
DATABASE**

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Bid no: | ZNB 5014/2022-H | Project Code: | 0 |

**ATTACH A CERTIFIED 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, certified 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 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no.: | ZNB 5014/2022-H | Project Code: | 0 |

ATTACH A CERTIFIED 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, certified 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: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no.: | ZNB 5014/2022-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 certified 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: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNB 5014/2022-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);
 - 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 Tendering 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: _____

| | |
|-------------------|-------|
| <u>Witnesses:</u> | |
| 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 r

accepts your tender under reference ZNB 5014/2022-H dated _____
 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 | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|--|
| | | | | |

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

[Place]

NAME (PRINT): _____

SIGNATURE: _____

OFFICIAL STAMP:

T2.32 - OHSE PLAN STRUCTURE

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-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;

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

| | |
|-----------------------|---|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS |
| Tender no: | ZNB 5014/2022-H |
| Project Code: | 0 |

| |
|--|
| |
|--|

T2.34 - BASELINE RISK ASSESSMENT

Project title:

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Tender no:

ZNB 5014/2022-H

Project Code:

0

| |
|--|
| |
|--|

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. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific Tendering 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 Tendering 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 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?

| | | |
|------------------------------|-----------------------------|------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <i>(Tick applicable box)</i> |
| 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 5014/2022-H |
| ISSUED BY: | |
| _____ | |
| <i>(Procurement Authority / Name of Institution):</i> | |
| 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, _____ <i>(full names),</i> | |
| do hereby declare, in my capacity as _____ | |
| of _____ <i>(name of Tenderder entity),</i> | |

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

The threshold score, below which tenderers are eliminated from further consideration, should be 70%

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 | 45 Points | 25 Sub-points | Proof of working capital of at least 30% or more of project value |
| | | | 10 Sub-points | Proof of working capital of at least 20% to 29% of project value |
| | | | 0 Sub-points | Working capital below 20% of project value |
| | | | 20 Sub-points | Letters of credit reference amounting to at least 30% of the project value from suppliers and credit limits to be stipulated with supporting documents |
| | | | 10 Sub-points | Letters of credit reference amounting to at least 25% of the project value from suppliers and credit limits to be stipulated with supporting documents |
| | | | 0 Sub-points | No submission of credit reference letter |
| | Bank code rating stating financial standing | 10 Points | 10 Sub-points | Bank code rating A |
| | | | 5 Sub-points | Bank code rating B |
| | | | 2 Sub-points | Bank code rating C |
| | 2. Competency, Experience and Resource Capacity | Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience | 15 Points | 5 Sub-points |
| 10 Sub-points | | | | Schedule of experience on 4 or more projects of similar value and duration (Past 10 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 10 years |
| 5 Sub-points | | | | Schedule of experience on 3 projects of similar value and duration (Past 10 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 10 years |
| 0 Sub-points | | | | No relevant experience in projects of similar value and duration in the preceding past 10 years |
| | | | | |

| | | | | | | |
|----|---|---|-----------|----|------------|--|
| 3. | Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project | A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated. | 20 Points | 5 | Sub-points | Submission of a detailed organogram detailing technical key resources forming part of the project |
| | | | | 10 | Sub-points | All key project resources have more than (6) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature.Resources are to include but not limited to Contracts Manager, Technical Director, Safety Officer, Foreman including an individual with Quantity Surveying background |
| | | | | 5 | Sub-points | All key project resources have more than (3) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature.Resources are to include but not limited to Technical Director, Safety Officer, Foreman including an individual with Quantity Surveying background |
| | | | | 5 | Sub-points | Submission of detailed CVs with traceable references of all key resources |
| 4. | Methodology and Approach | Detailed method statement and programme to be submitted. | 10 Points | 5 | Sub-points | Working programme detailing sequence of work and indicating milestones and the ability to work on an accelerated programme |
| | | | | 5 | Sub-points | Procurement of outsourced resources e.g. sub-contractors |

PART A
INVITATION TO TENDER - SBD 1

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

| | | | | | |
|-----------------------|-----------------|----------------------|-------|----------------------|-------|
| TENDER NUMBER: | ZNB 5014/2022-H | CLOSING DATE: | 44711 | 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 TenderDING - SBD 1

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 TenderDERS 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 TenderDING FOREIGN SUPPLIERS

| | | | | |
|---|-----|--|----|--|
| 3.1. IS THE TenderDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | | NO | |
| 3.2. DOES THE TenderDER HAVE A BRANCH IN THE RSA? | YES | | NO | |
| 3.3. DOES THE TenderDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES | | NO | |
| 3.4. DOES THE TenderDER 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**



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

PROVISIONAL BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD
DAMAGE RECOVERY WORKS**

Project Leader

Ms. Vuyolwetu Khanyile
Private Bag X 9051
PIETERMARITZBURG
PIETERMARITZBURG
3200
083 575 4486 - Tel Number

Vuyolwetu.khanyile@kznhealth.gov.za

Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
PIETERMARITZBURG
3200
Tel Number: 033 - 940 2554
Fax Number: N/A

Tender Number: ZNB 5014/2022-H

Project Code:



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

THE CONTRACT



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

C1 - AGREEMENT AND CONTRACT DATA



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNB 5014/2022-H



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

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.



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

C1.2 - CONTRACT DATA

| C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010 | |
|---|---|
| CONTRACT DATA FOR: | |
| ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | |
| Tender no: | ZNB 5014/2022-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 X 9051 PIETERMARITZBURG 3200 Tel: N/A Fax: 033 - 940 2554 |
| [1.2.1.2] | Physical address: 35 Hyslop Road, Townhill Office Park PIETERMARITZBURG 3200 |
| PART 1: DATA PROVIDED BY THE EMPLOYER | |
| [1.1.1.13] | Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works |
| Latent Defect Period | |
| [5.16.3] | The latent defect period is: 5 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 7 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 7 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 7 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 7 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 7 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: 7 calendar days |

| | | | | | |
|------------|---|---|-----|---|----|
| | <u>Non-Working days</u> | | | | |
| [5.8.1] | Non-Working days Special non- working days | Sundays All Nationally Recognized Public Holidays and the year end break | | | |
| [5.8.1] | First Year end break - commences ends on | N/A N/A | | | |
| | Second Year end break - commences ends on | N/A N/A | | | |
| | Third Year end break - commences ends on | N/A N/A | | | |
| | Fourth Year end break - commences ends on | N/A 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. | | | | |
| | <p>The Agreement comes into effect on the date when; The tenderer <u>receives one fully completed original copy of this document</u>, including the Schedule of Deviations (if any)</p> <p>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.</p> <p>(See Form of Offer and Acceptance)</p> | | | | |
| [5.3.1] | The contractor shall commence executing the Works within 7 calendar days from the Commencement Date. | | | | |
| [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 <u>fully signed</u> 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 <u>by</u> the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed <u>to</u> the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply | | | | |
| | 2) Lateral support insurance to be effected by the contractor: | <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table> | Yes | X | No |
| Yes | X | No | | | |

| | | |
|-------------|---|--|
| | 3) Payment will be made for materials and goods | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | 4) Dispute resolution by litigation | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| | 5) Extended defects liability period applicable to the following elements: | Electrical, Mechanical and Civil work |
| [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: 30% of the Contract Price | |
| [8.6.1.3] | The limit for indemnity for liable insurance is: | Unlimited |
| [6.5.1.2.3] | The percentage allowance to cover overhead charges for contractor and subcontractors, is: | 33.30% |
| [1.1.1.14] | Practical Completion Date The Practical Completion date is: A time measured from the Commencement date. | |
| [5.5.1] | For the works as a whole: The whole of the works shall be completed within: | 10 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods). |
| [5.13.1] | 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: | |
| [5.5.1] | Portion 1: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [5.5.1] | Portion 2: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [5.5.1] | Portion 3: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [5.5.1] | Portion 4: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [5.5.1] | Portion 5: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [5.5.1] | Portion 6: | N/A |
| [5.13.1] | | 0.04% of the Contract Price, rounded to the nearest R10 |
| [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: | 10.00% of the Contract Price |
| [6.8.1] | Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1.000.000.00, be subject to a Contract Price Adjustment Factor. | |
| [6.8.2] | Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." 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. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items." | |
| [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] | The determinations of disputes shall be by ARBITRATION ONLY. | |
| [10.5.3] | The number of Adjudication Board Members to be appointed is: | One |
| [10.9.1] | Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators." | |
| | CPAP is not applicable for project . This is a fixed price project | |
| | 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

| | |
|--|---|
| <p>[1.1]</p> | <p>Clause</p> <p>[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.</p> <p>[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[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.</p> <p>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.</p> <p>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.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p>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.</p> |
| | <p>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:</p> <p>(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</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> |
| | <p>[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)</p> <p>[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.</p> |
| | <p>[4.4.1] Add the following to the clause 4.4.1: <i>"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"</i></p> <p>[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 "GUARATEE OPTIONS".</p> <p>[6.10.6.2] Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..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)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>" only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i></p> |
| <p>[5.12.3]</p> <p>[5.14.5.1]</p> <p>[5.16.4]</p> <p>[6.2.2]</p> <p>[6.2.3]</p> <p>[9.3.2.2]</p> | <p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p><i>"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;</i></p> <p>5.12.3.1 <i>Failure to give possession of the site to the contractor.</i></p> <p>5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i></p> <p>5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i></p> <p>5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i></p> <p>5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i></p> <p>5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</i></p> <p>5.12.3.7 <i>Insolvency of a nominated subcontractor.</i></p> <p>5.12.3.8 <i>A direct contractor.</i></p> <p>5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i></p> <p>5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i></p> <p>5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i></p> <p>5.12.3.12 <i>Suspension of the works."</i></p> <p>Omit entire clause 5.14.5.1</p> <p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</p> <p>5.16.4.1. <i>The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i></p> <p>[6.2.2] Replace the following <i>"..it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."</i> with <i>"..it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</i></p> <p>[6.2.3] Add to clause 6.2.3 the following <i>" 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</i></p> <p>[9.3.2.2] Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i></p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> |

- (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

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 sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.
- (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 contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will 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 |
| 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 5014/2022-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) |
| | <p>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:-</p> <ul style="list-style-type: none"> - 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. <p>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</p> <p>If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <ul style="list-style-type: none"> 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 <p>Sectional Completion : Subdivision of Preliminaries Costs</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: right;"><input type="checkbox"/> YES <small>yes / no</small></p> <p>or</p> |

| | |
|----------------------|--|
| Alternative B | <p>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.</p> <p style="text-align: right;"><input type="checkbox"/> NO <small>yes / no</small></p> |
|----------------------|--|

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

2 DOCUMENTS

| | | | |
|--|------------------------------|-----------------------------|-----------|
| Contract documents marked and annexed hereto: | | | |
| Priced Bills of Quantities: | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Lump Sum document: | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Guarantee Options: | | | |
| Not applicable | | | |
| 2.2 DESIGN BRIEF | | | |
| Not applicable | <input type="checkbox"/> | | YES or NO |
| 2.3 DRAWINGS | | | |
| See list of drawings/Annexure's attached to this document. | <input type="checkbox"/> | | YES or NO |

| | | |
|---------------------------|--|---|
| 2.4 DESIGN PROCEDURES | <input style="width: 80%;" type="text"/> | YES or NO |
| Not applicable | | |
| Contract drawings: | Yes <input style="width: 80%;" type="text"/> | No <input style="width: 80%;" type="text"/> |
| 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 5% 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.....onof.....20..... | |
| Name of signatory _____ | for and behalf of the Employer who by signature hereof |
| Capacity of signatory _____ | as Witness. |
| Thus done and signed at.....onof.....20..... | |
| Name of signatory _____ | for and behalf of the Contractor who by signature hereof |
| Capacity of signatory _____ | as Witness. |



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

C1.3 - FORM OF GUARANTEE

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

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

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNB 5014/2022-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 Public Works

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION:
 FLOOD DAMAGE RECOVERY WORKS**

"Site" means: _____

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

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words: _____

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

- 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)



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

PART C2 - PRICING DATA

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

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |

C2.1 Pricing Instructions

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

| | |
|----------|--|
| 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. 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. |

8 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: | |

9 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 Compliance 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 | |

10 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.

11 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.

12 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.



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

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

| ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | | | | |
|--|---|------|----------|------|--------|
| 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 | | | |
| | F:..... V:..... T:..... | Item | | | |
| A10 | Claims and Disputes (clause 10) F:..... V:..... T:..... | Item | | | |
| <p>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</p> <p>Refer to the SCOPE OF WORK for detail requirements:</p> | | | | | |
| 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 | | | |
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| D11 | Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:..... | Item | | | |
| D12 | Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:..... | Item | | | |
| D13 | Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:..... | Item | | | |
| D14 | Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:..... | Item | | | |
| D15 | Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:..... | Item | | | |
| SECTION E: SPECIFIC PRELIMINARIES | | | | | |
| <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u> | | | | | |
| E1 | PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:..... | Item | | | |
| E2 | OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:..... | Item | | | |
| E3 | AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:..... | Item | | | |
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| SECTION E: SPECIFIC PRELIMINARIES | | UNIT | QUANTITY | RATE | AMOUNT |
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| E4 | <p>SITE INSTRUCTIONS</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E5 | <p>LABOUR RECORD</p> <p>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.</p> <p>F:..... V:..... T:.....</p> <p><i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i></p> | Item | | | |
| E6 | <p>PLANT RECORD</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E7 | <p>NON CESSION OF MONIES</p> <p>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E8 | <p>SECTIONAL COMPLETION</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E9 | <p>LOCAL LABOUR</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| E10 | <p>IMPORT PERMITS AND DUTIES</p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E11 | <p>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of additional items.</u></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E12 | <p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>E12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p><u>E12.1 b Employment requirements</u></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p> | Item | | | |
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| | <p><u>E12.1 c Labour rate and payment intervals</u> 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.</p> <p>F:..... V:..... T:.....</p> <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD <u>E12.2 a Labour Intensive Construction (LIC) method</u> 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</p> <p>F:..... V:..... T:.....</p> <p><u>E12.2 b Labour Intensive Construction Method</u> Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p> <p>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.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>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:</p> <ol style="list-style-type: none"> 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e <ol style="list-style-type: none"> 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>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.</p> <p>The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>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</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> | | | | |

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| <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications | | | | |
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| | <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p>E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| | <p><u>TENDERER'S TO NOTE CONDITIONS</u></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><u>CO-ORDINATION</u></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><u>ATTENDANCE</u></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p>E12.9 EPWP CONTRACT FOR LABOUR</p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>E12.10 EPWP SCOPE of WORK</p> <p>Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p>Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded 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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| E13 | <p>HIV/AIDS AWARENESS</p> <p>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)</p> | | | | |
| E13.1 | <p>Provide and maintain a condom dispenser in terms of Clause 5.1a)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.2 | <p>Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.3 | <p>HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;</p> <p>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)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.4 | <p>Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.5 | <p>Reporting</p> <p>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).</p> <p>F:..... V:..... T:.....</p> <p>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) 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.</p> | Item | | | |
| E14 | <p>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</p> <p>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"</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E15 | <p>NOTICE BOARD, SITE OFFICE, ETC.</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E16 | <p>IMPORTED MATERIALS AND EQUIPMENT</p> <p>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 .)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E17 | <p>CONTRACT DOCUMENTS</p> <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| E18 | <p>GENERAL PREAMBLES</p> <p>The Document Preambles will be the “ASAQS Model Preambles for Trades – 2008” and is obtainable from the various Regional Office’s of the Department of Public Works 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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E19 | <p>TRADE NAMES</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E20 | <p>EXISTING PREMISES OCCUPIED</p> <p>Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E21 | <p>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</p> <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E22 | <p>VIEWING THE SITE IN SECURITY AREAS</p> <p>If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E23 | <p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E24 | <p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| | Carried forward to collection | | | R | |

| | | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------------------|--|------|----------|------|--------|
| E25 | <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E26 | <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E27 | <p>Management of Water</p> <p>Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.</p> | | | | |
| Carried forward to collection | | | | R | |

| SECTION 1 | | | |
|---|-----------------|---------------|--|
| SUMMARY – PRELIMINARY & GENERAL | | | |
| Collection | Page No. | Amount | |
| | 1 | R | |
| | 2 | R | |
| | 3 | R | |
| | 4 | R | |
| | 5 | R | |
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| | 7 | R | |
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| | 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 | | | |



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

PART C2.3 BILL OF QUANTITIES



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE
RECOVERY WORKS**

PART C3. SCOPE OF WORKS

| C3.1 SCOPE OF WORKS | | | |
|---|--|----------------------|----------|
| GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010) | | | |
| Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004 | | | |
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender no: | ZNB 5014/2022-H | Project Code: | 0 |
| 1 | <p><u>SECTION 1</u></p> <p><u>EXTENT OF THE WORKS</u></p> <p>1.1 EMPLOYERS OBJECTIVES</p> <p>To provide a conducive working environment to the staff of Addington Nursing College by means of repairing damages emanating from the floods.</p> <p>1.2 OVERVIEW OF THE WORKS</p> <p>Refurbishment of structures damaged by the floods by replacing waterproofing on flat roofs, ceilings, rain watergoods and repairing mechanical and electrical installations and making good finishes damaged by the storm to the premises of Addington Nursing College.</p> <p>1.3 EXTENT OF THE WORKS</p> <p>Replacement of existing, rain water goods, replace water proofing on flat roofs, ceilings, repairing mechanical, electrical and fire installations and rescreed and replastering and painting where necessary to the premises of Addington Nursing College.</p> <p>1.4 LOCATION OF THE WORKS</p> <p>Addington Nursing College: 40 Erskine Terrace, South Beach, Durban, 4001. https://www.kznhealth.gov.za/KZNCN/addington.htm. Co-ordinates:-29.8634751131, 31.0410744437</p> <p>1.5 TEMPORARY WORKS</p> <p>All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)</p> | | |
| 2 | <p><u>ENGINEERING</u></p> <p>2.1 EMPLOYER'S DESIGN</p> <p>Not applicable</p> <p>2.2 DESIGN BRIEF</p> <p>Not applicable</p> | | |

3

PROCUREMENT

3.1 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated as not exceeding R 50,000 000,00

3.2 SCOPE OF MANDATORY SUBCONTRACT WORK

Not applicable

3.3 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.4 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 | <p>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</p> <p>See above 4.1</p> | | | | | | | | | | | | |
|--|--|----------------------|--------------|---|--------------|--|--|--|---------|----------------------------------|-------------|-----------------------------------|--------------|
| 4.3 | <p>PARTICULAR / GENERIC SPECIFICATIONS</p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table border="0"> <thead> <tr> <th data-bbox="225 360 416 389"><u>SPECIFICATION</u></th> <th data-bbox="1011 360 1102 389"><u>PAGES</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="225 394 719 423">Specification for HIV/AIDS Awareness (CIDB)</td> <td data-bbox="1011 394 1169 423">HIV1 TO HIV3</td> </tr> <tr> <td data-bbox="225 427 887 456">Specific Construction, Safety, Health and Environmental Plan</td> <td></td> </tr> <tr> <td data-bbox="225 461 820 490">Standard Preambles for all Trades (Rev 3) - DOH 2009</td> <td data-bbox="1011 461 1090 490">1 to 95</td> </tr> <tr> <td data-bbox="225 495 564 524">General Electrical Specification</td> <td data-bbox="1011 495 1134 524">E/1 to E/20</td> </tr> <tr> <td data-bbox="225 528 564 557">Lightning Protection Installation</td> <td data-bbox="1011 528 1150 557">LP/1 to LP/6</td> </tr> </tbody> </table> | <u>SPECIFICATION</u> | <u>PAGES</u> | 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 | Lightning Protection Installation | LP/1 to LP/6 |
| <u>SPECIFICATION</u> | <u>PAGES</u> | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | |
| Lightning Protection Installation | LP/1 to LP/6 | | | | | | | | | | | | |
| 4.4 | <p>CERTIFICATION BY RECOGNIZED BODIES</p> <p>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.</p> | | | | | | | | | | | | |
| 4.5 | <p>AGRÉMENT CERTIFICATES</p> <p>Not applicable</p> | | | | | | | | | | | | |
| 4.6 | <p>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p> | | | | | | | | | | | | |
| 4.7 | <p>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p> | | | | | | | | | | | | |
| 4.8 | <p>OTHER SERVICES AND FACILITIES</p> <p>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.</p> <p>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.</p> <p>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.</p> | | | | | | | | | | | | |
| 5 | <p><u>MANAGEMENT</u></p> <p>5.1 APPLICABLE SANS 1921 STANDARDS</p> <p>Tenderders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p> | | | | | | | | | | | | |

| <p>5.2</p> | <p>RECORDING OF WEATHER</p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|--------------|----------|----------|----------|---------|--------|---|---|----------|--------|---|---|-------|--------|---|---|-------|--------|---|---|-----|--------|---|---|------|--------|---|---|------|--------|---|--|--------|--------|---|---|-----------|--------|---|---|---------|--------|--|---|----------|--------|--|---|----------|--------|---|---|
| | <p>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:</p> <table border="1" data-bbox="304 365 1447 763"> <thead> <tr> <th colspan="2">CURRENT YEAR</th> <th>YEAR + 1</th> <th>YEAR + 2</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>February</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>March</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>April</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>May</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>June</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> <tr> <td>July</td> <td>w/days</td> <td>0</td> <td></td> </tr> <tr> <td>August</td> <td>w/days</td> <td>3</td> <td>0</td> </tr> <tr> <td>September</td> <td>w/days</td> <td>3</td> <td>0</td> </tr> <tr> <td>October</td> <td>w/days</td> <td></td> <td>0</td> </tr> <tr> <td>November</td> <td>w/days</td> <td></td> <td>0</td> </tr> <tr> <td>December</td> <td>w/days</td> <td>0</td> <td>0</td> </tr> </tbody> </table> | CURRENT YEAR | | YEAR + 1 | YEAR + 2 | January | w/days | 0 | 0 | February | w/days | 0 | 0 | March | w/days | 0 | 0 | April | w/days | 0 | 0 | May | w/days | 0 | 0 | June | w/days | 0 | 0 | July | w/days | 0 | | August | w/days | 3 | 0 | September | w/days | 3 | 0 | October | w/days | | 0 | November | w/days | | 0 | December | w/days | 0 | 0 |
| CURRENT YEAR | | YEAR + 1 | YEAR + 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| January | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| February | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| March | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| April | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| July | w/days | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August | w/days | 3 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September | w/days | 3 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| October | w/days | | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| November | w/days | | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| December | w/days | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>5.3</p> | <p>MANAGEMENT MEETINGS</p> <p>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.</p> <p>5.4 FORMS FOR CONTRACT ADMINISTRATION</p> <p>The Employer shall provide all necessary forms.</p> <p>5.5 ELECTRONIC PAYMENTS</p> <p>The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.</p> <p>5.6 DAILY RECORDS</p> <p>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.</p> <p>5.7 BONDS AND GUARANTEES</p> <p>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.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>5.8</p> | <p>PAYMENT CERTIFICATES</p> <p>Requirements will be in accordance with the Employers prescriptions.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| <p>5.9</p> | <p>PERMITS</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p> |
| <p>5.10</p> | <p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation |
| <p>5.11</p> | <p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p> <p><u>SECTION 2</u></p> <p><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></p> |
| <p>Clause Numbers</p> | <p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.</p> <hr/> <p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p> <hr/> <p>4.2.2 The structural engineer is:</p> <p>Mr A. Ndlovu</p> <hr/> <p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p> <hr/> <p>4.3 The planning, programme and method statement are to comply with the following:</p> <p>N/A</p> |

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| 4.12.1 | <p>Samples of materials</p> <p>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.</p> <p>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.</p> <p>The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:</p> <ul style="list-style-type: none"> - Tile sample. - Brick sample. - Light fitting sample. - Screed panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer. |
| 4.12.2 | <p>Fabrication drawings that the contractor is to provide to the employer are:</p> <p>None</p> |
| 4.12.3 | <p>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>OFFICE FOR FOREMAN</p> <p>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.</p> <p>TELEPHONE</p> <p>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.</p> <p>OFFICE FOR INSPECTOR OF WORKS</p> <p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alterative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p> <p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p> |

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| | Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required. |
| 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: |
| | Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately. |
| 4.17.3 | Services which are known to exist on the site: |
| | Investigate and provide detail drawings. |
| 4.17.4 | Requirement for detection apparatus |
| | None |
| 4.18 | ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE: |
| | By the submission of a tender, any Tenderer 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 Tenderer 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. Tenderers 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 Tenderer and submitted with the other tender documents at the time of tender. Failure to do so Tenderers 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'. Tenderers 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.

- 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 Public Works 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: Public Works) 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 | <u>Identity number</u> | Trade / <u>occupation</u> | Name of <u>employer</u> |
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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: _____



**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

PART C4. SITE INFORMATION

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

| | | | |
|-----------------------|---|----------------------|----------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Tender No. | ZNB 5014/2022-H | Project Code: | 0 |

C4.1 Site Information

| | |
|-------------|---|
| C4.1 | GENERAL |
| (a) | The project is located as follows: 40 Erskine Terrace, South Beach, Durban, 4001. Co-ordinates:-29.8634751131, 31.0410744437. The works are to be undertaken on a fully fledged working environment, all premises are occupied by staff and patients. Buildings are narrowly spaced careful consideration is to be taken on commencement and during construction. |
| (b) | The site is fully occupied, extra caution will need to be taken on execution of the works and on delivery of materials that no staff or patient is harmed. |
| (c) | The site shall be occupied so proper planning for decanting if necessary is to be considered. |
| C4.2 | GEOTECHNICAL INVESTIGATION REPORT |
| (a) | Not applicable |



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

| | | | |
|--------------------|------------------------|----------------------|----------|
| Tender No.: | ZNB 5014/2022-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.

| <u>DRAWING NO</u> | <u>DESCRIPTION</u> |
|--------------------------|---|
| None Available | |
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| 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 |
| | |
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**ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY
WORKS**

ANNEXURES



Annexure 5
Joint Venture Agreement
(March 2004)
(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.
(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by
(name of Employer)

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

for *(brief description of Contract)*

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

'Member's Interest' means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

'Representative' means the person representing a Member on the Management Committee.

'Schedules' means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

'Specific Provisions' means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. MANAGEMENT OF JOINT VENTURE

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

4.2.2 *Meetings*

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 *Powers and duties*

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
 2. A brief description of the Contract and the Deliverables.
 3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
 4. The Members' Interests.
 5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
 6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
 7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. DISPUTES

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at _____ this ____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

Member No. 2

Thus done and signed at _____ this ____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

[Allow for additional parties as necessary].

Annexure 6

Occupational Health and Safety Specification

(OHSE SPEC)



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Project Name:

**ETHEKWINI DISTRICT: ADDINGTON NURSING
ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS**

Project Code:

0

Agent Name:

Ms S Ngcobo

Region:

Head Office

District:

Umngungundlovu

Ward no.:

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

| ITEM | DESCRIPTION | UNIT | QUAN- TITY | MONTHS (Indicative) | RATE | AMOUNT |
|----------|--|------|---------------|------------------------|------|-----------|
| | | | (a) | | (b) | (a) x (b) |
| 1 | MEDICALS | | | | | |
| 1.1 | Pre-employment medical | Nr. | - | | | |
| 1.2 | Re-medicals - yearly | Nr. | - | | | |
| | TOTAL | | | | | |
| 2 | PERSONAL PROTECTIVE EQUIPMENT | | | | | |
| 2.1 | Overalls | Nr. | | | | |
| 2.2 | Hard Hats | Nr. | | | | |
| 2.3 | Safety boots/shoes | Nr. | | | | |
| 2.4 | Gloves | Nr. | | | | |
| 2.5 | Gumboots steel toe cap | Nr. | | | | |
| 2.6 | Safety glasses | Nr. | | | | |
| 2.7 | Reflector Bibs | Nr. | | | | |
| 2.8 | Barricading Material | M | | | | |
| 2.9 | Dust masks | Box | | | | |
| | TOTAL | 20 | | | | |
| 3 | FIRE FIGHTING | | | | | |
| 3.1 | Fire extinguishers - 4.5Kg | Nr. | | | | |
| 3.2 | Surveys - Annual Service | Nr. | | | | |
| | TOTAL | | | | | |
| 4 | HEALTH AND SAFETY PERSONNEL | | | | | |
| 4.1 | Safety Manager | Nr. | | | | |
| 4.2 | Safety Officer | Nr. | | | | |
| 4.3 | Construction Phase Safety, Health, Environmental and Waste Management Plan | Nr. | | | | |
| | TOTAL | | | | | |
| 5 | FACILITIES | | | | | |
| 5.7 | Degreasing & Toilet soap | Nr. | | | | |
| | TOTAL | | | | | |
| 6 | FALL PREVENTION / PROTECTION | | | | | |
| 6.1 | Safety harnesses with double lanyards | Nr. | | | | |
| 6.2 | Safety harnesses with Scaffold hooks | Nr. | | | | |
| 6.3 | Lifelines and vertical fall arrest systems | Nr. | | | | |
| 6.4 | Scaffolding – material, erection and inspection (Estimate for project) | Nr. | | | | |
| 6.5 | Temporary hand railing material and kick flats | Nr. | | | | |
| 6.6 | Chin Straps | Nr. | | | | |
| | TOTAL | | | | | |

| | | | | | |
|---|---|-----|--|--|--|
| 7 | FIRST AID | | | | |
| 7.1 | Replenishment of boxes and other supplies | Nr | | | |
| | TOTAL | | | | |
| 8 | TRAINING | | | | |
| 8.1 | SHE Representative | Nr. | | | |
| 8.2 | First Aid Level 1 | Nr. | | | |
| 8.3 | Fire Fighting | Nr. | | | |
| | TOTAL | | | | |
| 9 | SIGNAGE | | | | |
| 9.1 | All Signage as required by Law, regulatory, warning and information | Nr. | | | |
| 9.2 | Posters for awareness | Nr. | | | |
| | TOTAL | | | | |
| 10 | ELECTRICAL | | | | |
| 10.1 | Replacement of Locks required for lockouts | Nr. | | | |
| 10.2 | Replacement of tags | Nr. | | | |
| 10.3 | Replacement for Permit books | Nr. | | | |
| 10.4 | Replacement of Callipers | Nr. | | | |
| | TOTAL | | | | |
| 11 | OTHERS (Project Specific) | | | | |
| 11.1 | | Nr. | | | |
| | TOTAL | | | | |
| GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES | | | | | |

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Health (KZN Department of Health: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Site:

Ethekwini District: Addington Nursing Accommodation: 16 Erskine Terrace, South Beach, Durban, 4001

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____
[Date]

Name of signatory

Capacity of signatory

ADDITIONAL SPECIFICATION - EPWP

SL EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:

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SL 01 SCOPE

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

SL 02.02 DEFINITIONS

- (a) “employer” means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) “client” means the Department of Public Works.
- (c) “worker / trainee” means any person working or training in an elementary occupation on a EPWP.

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
 - (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
 - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (i) when the employee's child is born;
 - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –
 - (i) the employer's name and address and the name of the EPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 **DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 **HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 **COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 **TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 **CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the EPWP;
 - (vi) the period for which the worker worked on the EPWP;
 - (vii) any other information agreed on by the employer and worker.

SL 05 **EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
- (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
 - (i) 55% people between the ages of 18 and 35
 - (ii) 55% women;
 - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress;
 - EPWP Employment Agreement, and
 - list of small trade tools;must be included in the EPWP beneficiary's personal profile file.

SL 07 TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
 - EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.
- (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.
 - (b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

The *Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
 - 55% women;
 - 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY
(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days
.....(Prov.Sum).....Unit: R/EPWP beneficiary**

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

**SL 11.01.02 Penalty due to not meeting the target as in
SL 11.01.01.....Unit: EPWP beneficiary**

LESS R 2000 per EPWP beneficiary

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Life skills training for 26 days:

01 Travelling (based on 50 km/EPWP beneficiary)Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

SL 11.02.02 Skilled development and Technical training:

01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING

SL 11.03.01 Life skills training for 26 days Unit: worker-days

SL 11.03.02 Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY

SL 11.04.01 Employment of EPWP beneficiary.....(Prov.Sum)¹/₄.Unit: R/ worker-month

SL 11.04.02 Employment of EPWP beneficiary.....(Prov.Sum)¹/₄.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY

SL 11.05.01 Supply EPWP designed overalls to EPWP beneficiary (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY

SL 11.06.01 Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S

SL 11.07.01 Appointment of (____) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

SL 11.08 LIAISON WITH SERVICE PROVIDER.....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

| PAGE NO | ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|--------------------------|---------|---|--------|----------|----------|--------|
| 1 | | <u>BILL NO 2</u> | | | | |
| 1 | | <u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS</u> | | | | |
| 1 | | <u>PREAMBLES</u> | | | | |
| 1 | | Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly | | | | |
| 1 | | <u>TRAINING OF EPWP BENEFICIARY</u> | | | | |
| 1 | | (TARGET: 50 EPWP BENEFICIARY) | | | | |
| 1 | | Skills development and Technical training: | | | | |
| 1 | 1 | Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01) | Item | | 1 | |
| 1 | 2 | Penalty due to not meeting the target as in SL 11.01.02 | Y/Work | R | 2 000.00 | |
| 1 | | <u>TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:</u> | | | | |
| 1 | | Life skills training for 26 days (ref. SL 11.02.01) | | | | |
| 1 | 3 | Travelling (based on 50km/EPWP beneficiary) | km | | 2500 | |
| 1 | 4 | Profit and attendance on Items 1, 2 & 3 | % | | | |
| 1 | | <u>EMPLOYMENT OF EPWP BENEFICIARY</u> period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 4 months appointment for EPWP beneficiary | | | | |
| 1 | 6 | Employment of EPWP beneficiary(0 youth) [Parking garage] | Item | | 1 | |
| TOTAL CARRIED TO SUMMARY | | | | | | |

| | | | UNIT | QUANTITY | RATE | AMOUNT |
|---|----|---|------|----------|------|--------|
| 2 | | The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 110/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 4 months appointment for EPWP beneficiary | | | | |
| 2 | 7 | Employment of EPWP beneficiary (0 youth) [Conference Centre & Canteen] | Item | 1 | | |
| 2 | | The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 120/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary | | | | |
| 2 | | <u>PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS</u> | | | | |
| 2 | 8 | Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 4 workers | Item | 1 | | |
| 2 | 9 | Profit and attendance on Items 5 - 8 (ref. SL 11.05.02) | % | 7.5 | | |
| 2 | | <u>PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY</u> | | | | |
| 2 | 10 | Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 4 workers | Item | 1 | | |
| 2 | 11 | Profit and attendance (ref. SL 11.06.02) | % | 7.5 | | |
| 2 | | <u>APPOINTMENT OF YOUTH TEAM LEADERS</u> | | | | |
| 2 | 12 | Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07) | Item | 1 | | |
| 2 | 13 | Liaison with Service Provider (ref. SL 11.08) | Hrs | 30 | | |
| 2 | 14 | Profit and attendance on Items 12 & 13 | % | 7.5 | | |
| FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES | | | | | | |

| SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP) | | | |
|---|---|-----------------|------------|
| Project title: | ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS | | |
| Project Code: | 0 | EPWP NO: | N/A |

Introductory notes:

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED Health PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

| Personnel | NQF level | Unit standard titles | Skills programme description |
|--------------------------|------------------|--|--|
| Team leader / supervisor | 2 | Apply Labour-Intensive Construction Systems and Techniques to Work Activities | This unit standard must be completed, and any one of these 3 unit standards |
| | | Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage | |
| | | Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services | |

| Personnel | NQF level | Unit standard titles | Skills programme description |
|---|-----------|--|---|
| Foreman/supervisor | 4 | Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures | This unit standard must be completed, and any one of these 3 unit standards |
| | | Implement Labour-Intensive Construction Systems and Techniques | |
| | | Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage | |
| Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900) | | | |

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
 - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
 - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
 - 1.1.3 Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
 - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
 - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) 55% women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
 - 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
 - 1.2.2 Contract participation goals
 - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

- 1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Health (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

3 Hand excavateable material

Hand excavateable material is material:

a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note:**
- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
 - 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled

| GRANULAR MATERIALS | | COHESIVE MATERIALS | |
|--------------------|--|--------------------|--|
| CONSISTENCY | DESCRIPTION | CONSISTENCY | DESCRIPTION |
| Very loose | Crumbles very easily when scraped with a geological pick. | Very soft | Geological pick head can easily be pushed in as far as the shaft of the handle. |
| Loose | Small resistance to penetration by sharp end of a geological pick. | Soft | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure. |
| Medium dense | Considerable resistance to penetration by sharp end of a geological pick. | Firm | Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense | Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation. | stiff | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers. |
| Very dense | High resistance to repeated blows of a geological pick. | Very stiff | Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point. |

4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



(Insert Your Company Logo)

(This shall serve as the cover page on employment contracts for local labour)

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

1. PARTIES

And

1.2. Mr / Me: _____
[worker's name]

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

“Agreement” means the contents of this Agreement.

“Company” means the company that employs the worker

“Department” means the Department of Public Works

“Worker” is a person that performs a specific or necessary task or who completes tasks in a certain way

“EPWP” The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is binding to both the Worker and the Employer.

4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;

- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;

- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

5. REMUNERATION

The worker will receive compensation to the amount of R_____00 which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

- Work for _____ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

7. DURATION.

This agreement commences on:

and

expires on:

8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

9.2. Special Conditions for Security Guards (Only applicable to security Guards)

- 9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

9.4. Work on Sundays and Public Holidays

9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9.5 Sick leave

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9.6. Maternity Leave

- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.6.5 A worker may begin maternity leave as follows;
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

9.7. Family responsibility leave

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

9.9. Payment

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

9.9.7 Payment in cash or by cheque must take place

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

9.10. Inclement weather

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

9.11. Deductions

9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

9.12. Health and Safety

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

9.14. Termination

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

Contact No: _____

Date of Employment: _____

To be supervised by:
 Main Contractor:
 or Sub Contractor:

Category of employment:
 Skilled:
 Semi-skilled:
 Unskilled:

For Skilled & Semi-skilled state the trade: _____

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: _____ Witness by SGB/CLO: _____

Signature by Witness: _____

Employer Details

Name & Surname: _____

Designation: _____

Contact No: _____ Signature: _____



EXPANDED PUBLIC WORKS PROGRAMME

The Attendance Register for on-site workers

Reporting month: _____

Cell No: _____

Surname: _____

First Name: _____

Project Name: **ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS**

Project Code: **0**

Tender No **ZNB 5014/2022-H**

IDENTITY NUMBER:

| Day | Date | Time In | Signature | Time Out | Signature | Report On Any Formal Training Provided In The Reporting Month |
|--------------------------|------|---------|-----------|----------|-----------|---|
| WEEK 1 | | | | | | |
| MONDAY | | | | | | |
| TUESDAY | | | | | | |
| WEDNESDAY | | | | | | |
| THURSDAY | | | | | | |
| FRIDAY | | | | | | |
| WEEK 2 | | | | | | |
| MONDAY | | | | | | |
| TUESDAY | | | | | | |
| WEDNESDAY | | | | | | |
| THURSDAY | | | | | | |
| FRIDAY | | | | | | |
| WEEK 3 | | | | | | |
| MONDAY | | | | | | |
| TUESDAY | | | | | | |
| WEDNESDAY | | | | | | |
| THURSDAY | | | | | | |
| FRIDAY | | | | | | |
| WEEK 4 | | | | | | |
| MONDAY | | | | | | |
| TUESDAY | | | | | | |
| WEDNESDAY | | | | | | |
| THURSDAY | | | | | | |
| FRIDAY | | | | | | |
| Total Days worked | | | | | | |

BUSINESS PLAN

| | |
|--|--|
| Reference No | |
| Profile ID | |
| Project Name | |
| Project Details | |
| Project Name | |
| Project Reference Number | |
| Project description | |
| Project Start Date | |
| Project End Date | |
| Estimated Budget | |
| Project Location | |
| Province | |
| District/Metro Municipality | |
| Local Municipality/Metro Region | |
| Latitude (in decimal format) | |
| Longitude (in decimal format) | |
| Public Body Details | |
| Public body sphere | |
| Reporting public body that is the project owner (and will report on the project) | |
| Implementing public body type | |
| Public body that will implement the project | |
| IDP reference number allocated to the project | |
| EPWP Details | |
| EPWP Sector | |
| EPWP Program | |
| EPWP Sub programme | |
| Budget Amount | |
| April 2014/March 2015 | |
| April 2015/March 2016 | |
| Total Budget Amount | |
| Wages | |
| UIF | |
| COIDA | |
| Training | |
| Administration | |
| Equipment and materials | |
| Other | |
| Describe other | |
| Outputs and Training | |
| First Name | |
| Surname | |
| Email | |
| Tel (Office) | |
| Fax Number | |
| Cell Number | |
| Physical Address 1 | |
| Physical Address 2 | |
| Physical Address 3 | |
| Physical Address 4 | |
| Postal Address 1 | |
| Postal Address 2 | |
| Postal Address 3 | |
| Postal Address 4 | |

KZN DEPARTMENT OF HEALTH

Monthly Data collection for LOCAL Labour



Name of Contractor: _____

Project Code: _____ - _____

Project location name (area): _____

Name of Project: _____

ETHEKWINI DISTRICT: ADDINGTON NURSING ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS

Reporting month: _____

Project location (Ward No.): _____

| No | Beneficiary Details | | | | | | | | | | | | | | | Experience/Literacy | | | | Location Details | | | | Household Details | | | | | |
|----|---------------------|---------|---------|-----------|--|--|--|-------|------------|----------------|---------------------------------|-------------------------------|-------------------|-----------------|-------------------------|-----------------------------|--|--------------|------------------|------------------|-----------------------------------|----------------------------|---------|-------------------|----------|-------------|----------------------------|--------------------------------|----------------------------------|
| | First Name | Initial | Surname | ID number | | | | D.O.B | Gender F/M | Disability Y/N | Start Date on the current month | End Date on the current month | Total days worked | Job description | Registered on UIF (Y/N) | Registered with COIDA (Y/N) | Are you receiving any Gov grant? (Y/N) | 1st Language | Other Language 1 | Other Language 2 | Education Level (See Codes below) | Highest Level of Education | Address | Ward No. | Cell No. | Nationality | No. of people in Household | No. of Dependants in Household | No. of Children attending school |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

- * Education Levels – use the codes (1,2,3) on the excel spreadsheet
- o (1) Unknown (3) Grade 1-3 (Sub A – Std 1) (5) Grade 5-6 (Std 3-4) ABET 2 (7) Grade 9 (Std 7) ABET 4 (9) Grade 12 (Std 10)
 - o (2) No Schoc (4) Grade 4 (Std 2) ABET 1 (6) Grade 7-8 (Std 5-6) ABET 3 (8) Grade 10-11 (Std 8-9) (10) Post Matric

Contractor sign: _____

DPW Official/Consultant sign: _____

EPWP Official sign: _____

Designation: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Date: _____

Contact no: _____

Contact no: _____

Contact no: _____

KZN DEPARTMENT OF HEALTH



Worker payment capture form for LOCAL Labour

Name of Contractor: _____

Project Code: _____ -

Name of Project: **ETHEKWINI DISTRICT: ADDINGTON
 NURSING ACCOMMODATION: FLOOD
 DAMAGE RECOVERY WORKS**

Reporting month: _____

Payment Upload

| No. | First Name | Initials | Surname | Identity No. | D.O.B | Job Description | Daily Wage Rate | Total Paid Days | Total Amount Paid | Total days Worked Days |
|-----|------------|----------|---------|--------------|-------|-----------------|-----------------|-----------------|-------------------|------------------------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |

Contractor sign: _____
 Designation: _____
 Date: _____
 Contact no: _____

DPW Official/Consultant sign: _____
 Designation: _____
 Date: _____
 Contact no: _____

EPWP Official sign: _____
 Designation: _____
 Date: _____
 Contact no: _____

KZN DEPARTMENT OF HEALTH

Worker Training capture form for LOCAL Labour



Name of Contractor: _____

Project Code: _____

Name of Project: **ETHEKWINI DISTRICT: ADDINGTON NURSING
 ACCOMMODATION: FLOOD DAMAGE RECOVERY WORKS**

Reporting month: _____

| Training | | | | | | | | | | | | | | |
|----------|------|---------|--------|-----------------|-------------|--|-----------------------------|---------------------------|--------------------|------------------------|-------------------------------|------------------|------------------------------------|---------------------------|
| No | Name | Surname | ID No. | Job description | Course Name | Was training Accredited or Non - accredited by a relevant SETA | Start date on current month | End date on current month | Training Days Paid | Training Days Not Paid | Total Number of Training Days | Cost per trainee | Is training complete or on - going | Name of Training Provider |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | |

Contractor sign: _____

DPW Official/Consultant sign: _____

EPWP Official sign: _____

Designation: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Date: _____

Contact no: _____

Contact no: _____

Contact no: _____