



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

THE CONTRACT



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

C1 - AGREEMENT AND CONTRACT DATA



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

FORM OF OFFER AND ACCEPTANCE



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

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.



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:

CONTRACT DATA FOR:

Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation

Tender no: ZNB5179/2023-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.

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15]

Employer:

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

Postal address:

**Private Bag X 9051
Pietermaritzburg
3200**

Tel: **0339402520**

Fax: **0339402520**

[1.2.1.2]

Physical address:

**310 Jabu Ndlovu Street
Pietermaritzburg
3200**

Tender no: ZNB5179/2023-H

PART 1: DATA PROVIDED BY THE EMPLOYER

[1.1.1.13]

Defects Liability Period

The defects liability period is: **12 months**

Defects Liability Period is Applicable 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 14 calendar days after notice from the Employer, prior to the Commencement Date.

[5.6]

Initial Programme

The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.

[6.2]

Guarantee

The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

[8.6]

Insurance

The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Cash flow by contractor

The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Priced Bill of Quantity

The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.

Programme

The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3

Other requirements

[5.3.2]

The time to submit the documentation required before commencement with Works execution is:

14

calendar days

	<p>For the works in sections:</p> <p>The date for practical completion from the commencement date and the penalty per calendar day:</p>
[5.5.1] [5.13.1]	<p>Portion 1: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[5.5.1] [5.13.1]	<p>Portion 2: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[5.5.1] [5.13.1]	<p>Portion 3: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[5.5.1] [5.13.1]	<p>Portion 4: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[5.5.1] [5.13.1]	<p>Portion 5: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[5.5.1] [5.13.1]	<p>Portion 6: N/A 0.04% of the Contract Price, rounded to the nearest R10</p>
[1.3.2]	<p>The law applicable to this agreement shall be that of the: Republic of South Africa</p>
[6.10.1.5]	<p>The percentage advance on materials not yet built into the Permanent Works is: 80.00%</p>
[6.10.3]	<p>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.</p> <p>Maximum retention is: 0.00% of the Contract Price</p>
[6.8.1] [6.8.2] [6.8.3] [6.8.2] [6.8.3]	<p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract is a fixed price contract and not subject to any Contract Price Adjustment Factors.</p>
[5.14.5]	<p>The following clause must be added to clause 5.14.5:</p> <p>[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>
[10.5] [10.5.3] [10.9.1]	<p>The determinations of disputes shall be by ARBITRATION ONLY.</p> <p>The number of Adjudication Board Members to be appointed is: One</p> <p>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."</p>
[1.1]	<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>
[1.1.1.16]	ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer . In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data . (Hereafter referred to as Engineer)
[1.1.1.21]	GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
[4.4.1]	Add the following to the clause 4.4.1: <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>
[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" .
[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>
[5.12.3]	<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>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause <i>"5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i>
[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 guarantee."</i>
[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>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</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 and replace with</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 Official Variation Order submission including the Financial Request for Additional Funds, has been approved and signed by the Head of Department: Health</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer.</p>
	<p>MANAGING PROJECT DURATION</p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from 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.</p> <p>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.</p> <p>The programme shall make allowance for inclement weather at 3 workings days per month.</p>

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

8 hrs/day*

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

Tender no:	ZNB5179/2023-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:	<table border="1"> <tr> <td>*Alternative A</td> <td>Yes</td> </tr> <tr> <td>**Alternative B</td> <td>N/A</td> </tr> </table>	*Alternative A	Yes	**Alternative B	N/A	
*Alternative A	Yes						
**Alternative B	N/A						
	<i>* 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.</i> <i>** 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.</i>						
	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.						
	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)						
Alternative A	For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-						
	- An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.						
	The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section						
	If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;						
	0% of the amount shall not be varied 10% of the amount shall not be varied 15% varied in proportion of the Contract Value to the Contract Sum 75% varied in proportion to the revised Construction period compared with the initial Construction Period						
	Sectional Completion : Subdivision of Preliminaries Costs						
	For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.						
	The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.						
	When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.						
	Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.						
		<input type="checkbox"/> YES	yes / no				
	or						
Alternative B	The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.						
		<input type="checkbox"/> NO	yes / no				
	The contractor is informed that only option 'A' shall apply						

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) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

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

(iii) 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)

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.



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

C1.3 - FORM OF GUARANTEE

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

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

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNB5179/2023-H

Project Code 258005

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Health

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation**

"Site" means: _____

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

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

Amount in Words:

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

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the
- 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
 - 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) _____



Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation		
Tender no:	ZNB5179/2023-H	Project Code:	258005

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> <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 : Health AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</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 : Health and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p>ELECTRICAL LIGHTING, POWER AND WATER</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 Employer.</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>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.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>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.</p> <p>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.</p> <p>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.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p>PRICING OF ROCK EXCAVATIONS</p> <p>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.</p>

- 10 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**
1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.
 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za
 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.
 - 5 Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

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

- 12 TAX CLEARANCE REQUIREMENTS**
- It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.**
- 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax 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	

- 13 BILLS OF QUANTITIES/LUMP SUM DOCUMENT**
- The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.
- 14 VALUE ADDED TAX**
- The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

15 FIXED PRICE CONTRACT

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

Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.



Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation

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

Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation					
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. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
<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 <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)</i>					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
Carried forward to collection				R	

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

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

SECTION E: SPECIFIC PRELIMINARIES		UNIT	QUANTITY	RATE	AMOUNT	
E4	<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: Health) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of 0.04% 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				
Carried forward to collection					R	

		UNIT	QUANTITY	RATE	AMOUNT
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 is not subject to any Contract Price Adjustment Provisions (CPAP)</p>				
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			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>E12.1 c Labour rate and payment intervals The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p> <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> <p>E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</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			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<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> <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> <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			
	Carried forward to collection	Item		R	

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.6 COMMUNITY LIAISON OFFICER (CLO) UTILISATION OF A COMMUNITY LIAISON OFFICER</p> <p>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> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 				
Carried forward to collection			R	

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

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

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.10 EPWP SCOPE of WORK Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</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			
Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a) F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b) F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of 0.04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment .) F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Biding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
E18	<p>GENERAL PREAMBLES The Document Preambles will be the DOH Supplementary Preambles January 2009 Rev.3 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 Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.</p> <p>F:..... V:..... T:.....</p>	Item			
E20	<p>EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Bid 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 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 If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p> <p>F:..... V:..... T:.....</p>	Item			
E23	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p>	Item			
E24	<p>ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</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 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
	6	R
	7	R
	8	R
	9	R
	10	R
	11	R
	12	R
	13	R
	14	R
	15	R
	16	R
	17	R
Carried forward to Final Summary		R
Section No. 1 Preliminary & General Summary		



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing
Campus and Staff Accommodation**

PART C2.3 BILL OF QUANTITIES

Item No.		UOM	Qty	Rate	Amount
	<p>SECTION NO. 1</p> <p>ELECTRICAL INSTALLATION</p> <p>BILL NO. 1</p> <p>GENERATOR INSTALLATION</p> <p>i) Quantities in this schedule are to be re-measurable on completion. Rates are fixed in accordance with the tendered rates.</p> <p>ii) This Bill of Quantities is to be read in conjunction with the specification in respect of the following listed items <u>Standard Preambles for all Trades (Rev 3) - DOH 2009 as published shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.</u></p> <p>Proprietary Items or Materials</p> <p>Proprietary items or materials where specified are to be of the brand specified - or equal approved - by the DoH Electrical Engineer prior to tender closing.</p> <p>Specifications, Drawings, etc. The quantities measured in the Bill of Quantities for work and material must not be viewed as a limitation of the amount of work to be done and material provided by the contractor in the complete execution of the work.</p> <p>The general descriptions and data of the work given in the specification, drawings or schedules are not fully repeated in the Bill of Quantities and reference to the other documents for complete information is therefore important and necessary.</p> <p>Material must be ordered as determined on site and not from the drawings or Bill of Quantities. The Employer will not accept any responsibility for surplus or inadequately ordered material. Payments will only be made for the actual re-measured quantities as installed.</p> <p>In these bills, the word "rate" shall be deemed to include the acquiring of equipment and materials from suppliers and workshops and the delivery, off-loading and safe storage of the equipment on site as well as unpacking, hoisting, placing and fixing, suspending or building in an approved position, cutting, connection, commissioning, testing and handing over of plant, equipment and materials.</p> <p>All Provisional Sums to be use as directed by the Departments Project Leader</p> <p style="text-align: right;">C1 - Carried to Collection</p>				<p style="text-align: right;">R</p>

1	<u>GENERATOR</u>				
1.1	Supply and install 400kVA, 400V, 3Phase Generator complete plus all other requirements as specified in the DOH Generator Set Technical Specification that forms part of the bid document – <i>Annexure A - Part 2: Technical Specifications</i>), with extra over for soundproofing of unit, transportation, labour, mark-up, etc. This includes the ATS to be installed in the panel, antivibration mounts, louvres for provision of ventilation, etc.	No.	1		
1.2	Supply, install, program and commission DSE WebNet DSE7320 MKII 90 Gateway complete with 1 x GPS antenna and 1 x GSM Antenna installed in sets above.	No.	1		
1.3	Connect the Webnet controller to the facility's ethernet system for remote connection. This is to include cabling, termination, connection points, etc.	No.	1		
2	<u>PROVISIONAL SUM</u>				
2.1	Allow for a provisional amount of R 50 000.00 for the Design, Supervision and Construction of the generator plinths that will withstand the weight of the generator	Item	1		R 50 000.00
2.2	Profit and attendance	%			
2.3	Allow for a provisional amount of R 200 000.00 for the Professional Electrical Engineer for; - Perform data logging on the mini-substation to ascertain maximum demand and then propose a suitably sized generator). Engineer to design the best practice for supplying the Staff Accommodation while limiting the load demand and not overloading the generator unnecessarily - Provide site specific report and Production of As built drawings - Site Work Supervision	Sum	1		R 200 000.00
2.4	Allow for providing a detailed electronic set of marked up "As-built" drawings at practical completion, and originals plus two sets of as-builts, maintenance, operation manuals and handover file as specified in the electrical project specification at works completion of the complete installation (all sections) to the Engineer signed off by a professionally registered electrical engineer (Pr. Eng)/ Technologist (Pr. Tech)				
2.5	Profit and attendance	%			
2.6	Allow provision sum of R100 000.00 for cater for the building's electrical distribution and reticulation modifications to cater for the generator back up supply.	Sum	1		R 100 000
	Allow for a provisional amount of R150 000 for earth mat design and installation	Sum	1		R 150 000
	C2 - Carried to Collection			R	

3	<u>DIESEL TANK AND ANCILLARIES</u>			
3.1	Supply a 2250 Litres diesel tank and associated piping to allow automatic filling of the diesel generator tank. Diesel tank to be positioned 10meters away from the generator. Detailed specification is in Annexure A - Part 2: Technical Specification, Section 8 document that is part of this bid document	Item	1	
3.2	Supply and install suitable main electric pump for pumping of diesel from the bulk tank to generator. <i>This must include connection onto the electrical supply and limit switches and must be automatically controlled to fill in the diesel to the tank when the tank reaches low level and also cut the filling of the diesel into the tank when the tank reaches the high level. Pump to be supplied from the essential panel</i>	No.	1	
	Trenching for the diesel pipe (0.6m deep x 0.3m wide x 50m long)	m3	14.4	
4	<u>CABLING</u>			
4.1	Supply and install 150mm ² x 4core, PVC/PVC/SWA/PVC, ECC cable 2 runs per phase. Rates must include sleeves	m	160	
4.2	Supply and install 2.5mm ² 12 core Multicore control cables for generator sensing	m	80	
4.3	Trenching in soil (0.5mx0.3mx80m)	m3	12	
4.4	Trenching in hard rock (0.5mx0.3mx20m)	m3	3	
4.5	80meters Cables Sleeves for the cable above	Item	1	
4.6	Conduct surveys to detect underground services and produce a report. NB: No repairs will be paid for if underground services are damaged willfully or accidentally.	Item	1	
5	<u>CABLE TERMINATIONS</u>			
5.1	Supply and install 150mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable terminations	No.	16	
C3 - Carried to Collection				R

ELECTRICAL CABLES AND ANCILLARIES - RATES ONLY			
6	ELECTRICAL CABLES AND ANCILLARIES - RATES ONLY		
	<i>Cables</i>		
6.1	Supply and install 10mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.2	Supply and install 16mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.3	Supply and install 25mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.4	Supply and install 35mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.5	Supply and install 50mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.6	Supply and install 70mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.7	Supply and install 95mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
6.8	Supply and install 150mm ² x 4 core, PVC/PVC/SWA/PVC ECC cable - rate only	m	1
	<i>Cable Terminations</i>		
6.9	Supply and install 10mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.10	Supply and install 16mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.11	Supply and install 25mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.12	Supply and install 35mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.13	Supply and install 50mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.14	Supply and install 70mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.15	Supply and install 95mm ² PVC.SWA.ECC.PVC cable termination	No.	1
6.16	Supply and install 120mm ² PVC.SWA.ECC.PVC cable termination	No.	1
	<i>Cable Joints</i>		
6.17	Supply and install 10mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.18	Supply and install 16mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.19	Supply and install 25mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.20	Supply and install 35mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.21	Supply and install 50mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.22	Supply and install 70mm ² PVC.SWA.ECC.PVC cable joint- rate only	Item	1
6.23	Supply and install 95mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
6.24	Supply and install 120mm ² PVC.SWA.ECC.PVC cable joint - rate only	Item	1
	C4 - Carried to Collection		
			R

7	<u>LOW VOLTAGE PANELS</u>				
	Supply, install and commission new generator control panel as per the DOH Specification that from part of this bid document- <i>Annexure A - Part 2: Technical Specifications.</i>				
7.1	NOTE: Shop drawings indicating all circuit breakers, busbars, ATS, controller, etc, to be availed, reviewed and approved by the Department's Electrical Engineer before manufacturing.	No.	1		
7.2	Supply and install a fiberglass kiosk complete with plinth and fitted with; -600A circuit breakers -600A Isolator - 1500A Busbars and all associated cabling and	Item	1		
8	<u>MAINTENANCE AND SERVICING</u>				
	Service the generator and clean diesel tank during the 12 month guarantee period (2 services and 2 diesel tank cleaning at 6 month intervals)				
8.1	Generator minor service	No.	2		
8.2	Generator major service	No.	2		
8.3	Diesel tank cleaning and fuel remediation during minor and major service	No.	2		
9	<u>TESTING AND COMMISSIONING</u>				
9.1	Provide Completion Documentation files x 3 with manuals (Operations and Maintenance), set of keys, panel key, completion certificates, etc.	Item	1		
	Test, commission and provide Electrical Certificates of Compliance for the installation	Item	1		
9.2	Test, commission and provide Certificates of Fire Compliance for the installation	Item	1		
10	<u>TRAINING</u>				
10.1	Allow for training of the Client (CJM Hospital Maintenance staff) in the correct operation and maintenance of the installation as per project specification requirements. Include the supply of the maintenance plan.	Item	1		
11	<u>FILLING OF DIESEL</u>				
11.1	Fill up diesel tank with 500ppm diesel at commissioning	litre	1000		
	C5 - Carried to Collection				R

SECTION 2

BILL NO. 1 - GENERATOR

SUMMARY PAGE

AMOUNTS

Preliminaries and General	
Construction Cost	
Subtotal Excl. VAT	
VAT @15%	
Total Construction Cost Inclusive of VAT @ 15%	



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing
Campus and Staff Accommodation**

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:	Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation		
Tender no:	ZNB5179/2023-H	Project Code:	258005

1	<u>SECTION 1</u>	
	<u>EXTENT OF THE WORKS</u>	
	1.1 EMPLOYERS OBJECTIVES	
	To install a new backup diesel prime generator including bulk diesel tank and all related ancillaries for supply to the Charles Johnson Memorial Hospital Nursing Campus and Staff Residence to assist with availing of electrical energy during load shedding times	
	1.2 OVERVIEW OF THE WORKS	
	The works involves the supply and installation of the new prime generator and all its ancillaries to supply Nursing Campus and Staff Residence.	
	1.3 EXTENT OF THE WORKS	
	See Annexure A of this Bid Document for the Project Specifications.	
	1.4 LOCATION OF THE WORKS	
	Lot 92 Hlubi Street, Nquthu	
	1.5 TEMPORARY WORKS	
	All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)	
	2	<u>ENGINEERING</u>
	2.1 EMPLOYER'S/CONTRACTOR'S DESIGN	
	Project and Technical Specifications are provided in Annexure A document.	
2.2 DESIGN BRIEF		
Generators to be manufactured and assembled at a factory, acceptance test will be done and witnessed by the Departmental engineer and the Contractor engineer.		
2.3 DRAWINGS		
To be developed by the Contractor and submitted as part of Stage 4 HIAC Report		

2.4	DESIGN PROCEDURES All detailed design drawings to be approved by the Client before Construction commences.
3	<u>PROCUREMENT</u> 3.1 PREFERENTIAL PROCUREMENT PROCEDURES This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents. Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters. 3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT NOTE : This project will be adjudicated as not exceeding R 50,000 000,00 3.3 SCOPE OF MANDATORY SUBCONTRACT WORK <ol style="list-style-type: none">1. Design and construction of the Generator Base Plinth2. Design and installation of the earth mat as well as the lightning protection system3. Design, construction and installation of the above ground bulk diesel tank4. Design and installation of the fire protection scheme 3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS Not applicable - 3 quotes will be requested from competent service providers. All quotes to be evaluated by and the contractor recommended by the project leader. 3.5 SUBCONTRACTING PROCEDURES 3 quotes will be requested from competent service providers. All quotes to be evaluated by and the contractor recommended by the project leader.
4	<u>CONSTRUCTION</u> 4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

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

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

4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

See above 4.1

4.3 PARTICULAR / GENERIC SPECIFICATIONS

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

<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 CERTIFICATION BY RECOGNIZED BODIES

Appointed consultants/professionals to be employed under this contract must be actively registered with their relevant professional discipline

4.5 AGRÉMENT CERTIFICATES

Not applicable

4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

Not applicable

4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Ablutions on site during construction.

4.8 OTHER SERVICES AND FACILITIES

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

<p>5</p> <p>5.1</p>	<p><u>MANAGEMENT</u></p> <p>APPLICABLE SANS 1921 STANDARDS</p> <p>SANS 876:2016 - Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2 kV up to and including 36 kV.</p> <p>SANS 1874:2015 - Switchgear - Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 36 kV.</p> <ul style="list-style-type: none"> o The Occupational Health and Safety Act (Act 85, 1993) as amended o The control panel, associated components and wiring shall be installed in compliance with the latest, relevant and applicable standards. o SANS 347: Categorization and conformity assessment criteria for all pressure equipment o SANS 10142: Code of Practice for Wiring of Premises o SANS 60947-1: 2005/IEC 60947-1: 2004 to SANS 60947-8: 2004/IEC 60947-8: 2004: Low voltage switch gear and control gear. o A Certificate of Conformity, in accordance with the OHS Act as amended and SANS 347, will be required for all refrigeration and air-conditioning works o KwaZulu-Natal Department of Health Policy on Design of Mechanical Installations o An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works. o The Machinery and Occupational Safety Act - Act 6/1983 o The Municipal by-laws and any special requirements of the Supply Authorities of the area or district concerned. o Local Fire Regulations. o All building works shall be in accordance with the Standard Preambles to All Trades. The contractor should fully familiarise himself with these documents prior to quoting. 																																																																	
<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="328 1283 1493 1686"> <thead> <tr> <th colspan="3">CURRENT YEAR</th> <th>YEAR + 1</th> <th>YEAR + 2</th> </tr> </thead> <tbody> <tr><td>January</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>February</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>March</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>April</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>May</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>June</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>July</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>August</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>September</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>October</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>November</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> <tr><td>December</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr> </tbody> </table>	CURRENT YEAR			YEAR + 1	YEAR + 2	January	w/days	3	3	3	February	w/days	3	3	3	March	w/days	3	3	3	April	w/days	3	3	3	May	w/days	3	3	3	June	w/days	3	3	3	July	w/days	3	3	3	August	w/days	3	3	3	September	w/days	3	3	3	October	w/days	3	3	3	November	w/days	3	3	3	December	w/days	3	3	3
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<p>5.3</p> <p>5.4</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>FORMS FOR CONTRACT ADMINISTRATION</p> <p>The Employer shall provide all necessary forms.</p>																																																																	

5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

5.8	<p>PAYMENT CERTIFICATES</p> <p>Requirements will be in accordance with the Employers prescriptions.</p>
5.9	<p>PERMITS</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p>
5.10	<p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - Electrical Compliance Certificate - Lightning Certificate - Electrical and Mechanical test certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	<p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p>
<p>Clause Numbers</p>	<p><u>SECTION 2</u></p>
	<p><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></p>
	<p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p>
	<p>1. Sizing and positioning of the Generator 2. Production Drawings for the Generator Control Panel, the Low Voltage Kiosk and Generator Assembly</p>
	<p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p>
	<p>Strategy A</p>
	<p>4.2.2 The structural engineer is:</p>
	<p>Not applicable</p>
<p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p>	
<p>Not applicable</p>	

4.3	<p>The planning, programme and method statement are to comply with the following:</p> <p>Not applicable - The requirements for planning, programme and method statement will be discussed with the</p>
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. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: TBC</p>
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>Inspector of Works can share same office with the Foreman</p> <p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</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>

	SHED
	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 Public Works. 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 report with drawings
4.17.4	Requirement for detection apparatus
	None
4.18	ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:
	By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:
	List of applicable sub-contractors to be compiled post award.

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:

258005

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).



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

PART C4. SITE INFORMATION

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

Project title:	Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation		
Tender No.	ZNB5179/2023-H	Project Code:	258005

C4.1

C4.1	GENERAL
(a)	The site is the Charles Johnson Memorial Hospital and is located at Nquthu, Lot 92 Hlubi Street, Nquthu. Figure 1 shows the aerial view of the location.
C4.2	GEOTECHNICAL INVESTIGATION REPORT
(a)	The Contractor to check condition of the soil where the Generator will be located to check if it can withstand the weight and is conducive for generator location. This will be done through a provisional sum allocate dfor professionals



**Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus
and Staff Accommodation**

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF ANNEXURES/DRAWINGS

Charles Johnson Memorial Hospital: Installation of Standby Generator for the Nursing Campus and Staff Accommodation

Tender No.:	ZNB5179/2023-H	Project Code:	258005
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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	

