



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

PROJECT NO. : ZNB 5753/2019-H

DESCRIPTION OF SERVICE : Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to uMkhanyakude health care facilities in Kwa-Zulu Natal province.

SCOPE DISCIPLINE : Ground water investigation, borehole drilling, borehole rehabilitation, borehole maintenance and installation of associated civil works

DEPARTMENT OF HEALTH
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
Private Bag X9051
Pietermaritzburg
3200

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.

Contents

SECTION A: INVITATION TO BID	4
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS	6
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE.....	7
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	8
DECLARATION OF INTEREST	9
FORM OF OFFER AND ACCEPTANCE OFFER	12
GENERAL SPECIFICATIONS AND EVALUATION.....	16
OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE.....	30
TAX COMPLIANCE STATUS (TCS).....	31
AUTHORITY TO SIGN A BID.....	32
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	38
CERTIFICATION	39
CERTIFICATE OF INDEPENDENT BID DETERMINATION	42
RETURNABLE DOCUMENTS.....	44
CONTRACT DATA	46
SECTION B.....	50
B1 INTRODUCTION	50
B2 PURPOSE.....	50
B3 THE PRIORITISE REGIONAL BLOCKS.....	51
B4 LOCALITY MAP.....	52
B5 SPECIAL CONDITIONS & REQUIREMENTS	53
B6 SUMARY SCOPE OF WORK.....	54
B7 TECHNICAL TEAM COMPETENCY, PROFESSIONAL EXPERTISE	54
B9 TECHNICAL COMPANY COMPETENCY, PROFESSIONAL EXPERTISE.....	55
B10 DETAILED SCOPE OF WORK	55
B11 PRICING.....	57
SECTION C.....	58
SECTION C: TARGETED CONTRACT PARTICIPATION GOALS AND EPWP.....	59
PART C: TARGETED CONTRACT PARTICIPATION GOALS AND EPWP	59
C1 SPECICATIONS FOR TARGETED CONTRACT PARTICIPATION GOALS.....	59
C2 EXTENDED PUBLIC WORKS PROGRAM	59
SECTION D	60
PART D: SANS SPECIFICATIONS	60
SABS 1200 AB EMPLOYER/ENGINEER'S OFFICE	68
SABS 1200 D EARTHWORKS.....	69
SABS 1200 DB EARTHWORKS (PIPE TRENCHES).....	70

SABS 1200 DM EARTHWORKS (ROADS, SUB-GRADES)	71
SABS 1200 GA CONCRETE (SMALL WORKS)	72
SABS 1200 L MEDIUM-PRESSURE PIPELINES.....	72
SABS 1200 LB BEDDING (PIPE).....	73
SECTION E: USER GUIDE.....	74
E1. USER GUIDE.....	75
E2. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES.....	75
E3. MAXIMUM VALUE OF WORK PER TASK ORDER.....	76
E4. AWARDING AND IMPLEMENTING WORK.....	76
E5. ACCEPTANCE OF UNAUTHORISED WORK.....	79
E6. LIST OF APPROVED SUB-CONTRACTORS FOR CPG	79
E7. SCHEDULE OF INFRASTRUCTURE (SERVICE TYPES) TO BE MAINTAINED	79
E8. REPORTING ON SITE.....	80
E9. JOB SHEETS.....	80
E10. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER.....	80
E11. ACCOMMODATION/STORAGE	81
E12. INVOICE FORMAT AND SUPPORTING DOCUMENTATION.....	81
E13. LOG BOOKS.....	82
E14. PREVENTIVE MAINTENANCE SCHEDULES.....	82
E15. OVERTIME WORK	83
E16. SUB CONTRACTING OF WORK	83
E17. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT	84
E18. TESTING, FIRST DELIVERY, FINAL DELIVERY AND COMPLETION OF THE WORKS	84
19. GUARANTEE PERIOD	86
E20. PROTECTION OF HOT WORK.....	86
E21. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS	86
E22. OPERATION AND MAINTENANCE MANUALS FOR PLANT	87
E23. SERVICE PROVIDERS STAFF QUALIFICATIONS	88
E24. RATES AND TARIFFS	89
E25. AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR	91
E26. SCHEDULE OF RATES AND TARIFFS	92
PART F: SCHEDULE OF QUANTITIES	102
G1: PREAMBLE TO SCHEDULES OF QUANTITIES.....	102
G2 BILL OF QUANTITIES.....	104
ALTERATIONS BY TENDERER.....	105
DEED OF SURETYSHIP	112
DISCLOSURE FORM.....	114

SECTION A: INVITATION TO BID

DESCRIPTION: Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to uMkhanyakude health care facilities in Kwa-Zulu Natal province.

Project Number: ZNB 5753/2019-H

Closing Date: 13 September 2019

Closing Time: 11:00

Compulsory Briefing:

Date: 2 September 2019

Time: 11:00

Venue: DOH Infrastructure Unit, Townhill Hospital : Board Room

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MAY BE POSTED TO
HEAD: DEPARTMENT OF HEALTH
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
PRIVATE BAG X9051
PIETERMARITZBURG, 3200

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

SUPPLY CHAIN MANAGEMENT
OLD BOYS SCHOOL
310 JABU NDLOVU STREET
PIETERMARITZBURG
3201

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER :

POSTAL ADDRESS :

STREET ADDRESS :

TELEPHONE NUMBER

CODE:

NUMBER:

CELL PHONE NUMBER

FACSIMILE NUMBER

CODE:

NUMBER:

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department : KZN - DEPARTMENT OF HEALTH
Contact Person : Junitha Sookraj
Tel : (033) 815 8369
E-mail address : junitha.sookraj@kznhealth.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department : KZN - DEPARTMENT OF HEALTH
Contact Person : Edward Tendayi Chiro PrEng PrCPM
Tel : 084 219 7889
E-mail address : edward.chiro@kznhealth.gov.za

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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

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 verification 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 verified 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 verified CSD information.

CSD Number

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder / authorised representative)

WHO REPRESENTS (state name of bidder)

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

IN ADDITION, I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

NAME OF BIDDER

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE

DECLARATION OF INTEREST

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

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

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

- 2.1 Full Name of bidder or his or her representative:

- 2.2 Identity Number:

- 2.3 Position occupied in the Company (director, trustee, shareholder², member):

- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

- 2.5 Tax Reference Number:

- 2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

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

- 2.7.1 If so, furnish the following particulars:

¹"State" means –

- (a) any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any Municipality or Municipal Entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

2.7.1.1 If yes, did you attach proof of such authority to the bid document? YES / NO

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

FORM OF OFFER AND ACCEPTANCE OFFER

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

An Entity to provide adequate resources for turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province

On the district borehole program

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

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

The offered price for Architectural and Principal Agent Services, inclusive of value added tax, is

R _____ (in figures)

_____ Rand (in words)

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

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

Company or close corporation:	OR	Natural person or partnership:
and: whose registration number is:		whose identity number(s) is/are:
and: whose income tax reference number is:		whose income tax reference number(s) is/are:

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorizing the representative to make this offer.
---	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....

.....

Other contact details of the Tenderer are:

Telephone No:	Cellular Phone No:
Fax No:		
Postal Address:		
Banker:	Branch:

ACCEPTANCE

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

The terms of the Contract are contained in:

- Agreements and Contract Data, (which includes this agreement)
- Pricing Data

And Program specifications together with the program user manual

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Health
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

GENERAL SPECIFICATIONS AND EVALUATION

Term Contract for the Borehole program

DETAILED PROJECT SCOPE OF WORKS AND PSP SCOPE OF SERVICES

1. Project Description

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province

2. Project Background and Specification

Refer to Section B

3. Summary of Project Scope of Work

3.1 Project Definition: The Site

Land Owner:	Provincial Government
Street Address (or directions):	Various sites in the following districts:
Postal Address:	
Telephone Number:	
Facility Manager:	Various
Zoning:	Government
Planning restrictions:	Nil
Existing Infrastructure	To be determined
Existing Services	To be determined

3.2 Scope of Works:

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province

3.3 Statutory Requirements:

Legislation:	OHS Act and Regulations; and All applicable Acts and Regulations for the various Professional Services Providers (Disciplines). PFMA GIAMA
Norms and Standards::	IDMS and SIPDM Annual Implementation Plan All applicable SANS Standards ECSA, SAICE, CIDB and any other relevant standards DWAF standards and protocols Local Government by-laws, standards and protocols Infrastructure Unit Support Systems (IUSS) guidelines; and All applicable standards, regulations and/or specifications of KZN Department of Health
Policies:	All applicable policies of KZN Department of Health
Other Requirements:	Cogta protocols All other applicable government gazette All applicable standards, regulations and/or specifications of KZN Department of Health Current General Conditions of Contract

4 Scope of Services required from team of Professional Service Providers (PSP)

IDMS Stages	PSP Deliverables as per Standard Service Work Stages prescribed by their respective Councils
Gate 0: Project Initiation	Not applicable
Gate 1: U-AMP	Not applicable
Gate 2: IPMP / IPIP / AIP	Not applicable
Gate 3: Project Brief	Not applicable
Gate 4: Concept & Feasibility Report	Stage 1: Inception Stage 2: Concept & Viability Report
Gate 5: Design Development	Stage 3: Design Development Report
Gate 6: Construction Documentation	Stage 4: Documentation & Procurement
Gate 7: Construction	Stage 5: Construction
Gate 8: Handover	Stage 5: Construction
Gate 9: Close Out	Stage 6: Project Close Out
NB: Consultants will be required to make presentations at the Health Infrastructure Approval Committee (HIAC) for approval of their deliverables at the end of each IDMS stage.	

Infrastructure Delivery Management System (IDMS)

The appointed turnkey service provider will be responsible for providing the deliverables from Stage 4 to Stage 9 as stated in the latest version of the IDMS document which is available on the National Treasury website.

In addition to the IDMS deliverables, the standard services required from the consultants are as set out in the following

government gazettes (consultant to refer to the gazette applicable to their profession):

5 Planning and Programming for each borehole establishment

The Employer is desirous that each borehole establishment project follow the timelines shown below. However, should the tenderer feel that these timelines are not achievable then the Tenderer must submit a motivation as to why it considers them not achievable and must propose alternative timelines for the Employer's consideration and approval.

IDMS Deliverables	PSP Deliverables	Duration to produce deliverables from each stage
Gate 4: Concept & Feasibility Report	Stage 1: Inception Stage 2: Concept & Viability Report	1 month 1 months
Gate 5: Design Development	Stage 3: Design Development Report	2 months
Gate 6: Construction Documentation	Stage 4: Documentation	1 months
Gate 7: Construction	Stage 5: Construction	4 months
Gate 8: Handover		
Gate 9: Close Out	Stage 6: Project Close Out	2 months

The Principal Agent is required to submit for approval a formal program listing activities, level of detail, critical path activities and their dependencies, frequency of updating key dates, particulars of phased completion, program constraints, milestone dates for completion, etc. including the activities to be carried out by the Employer or by others.

6 Software Application for Programming

Programming software shall be the latest version of MS Projects.

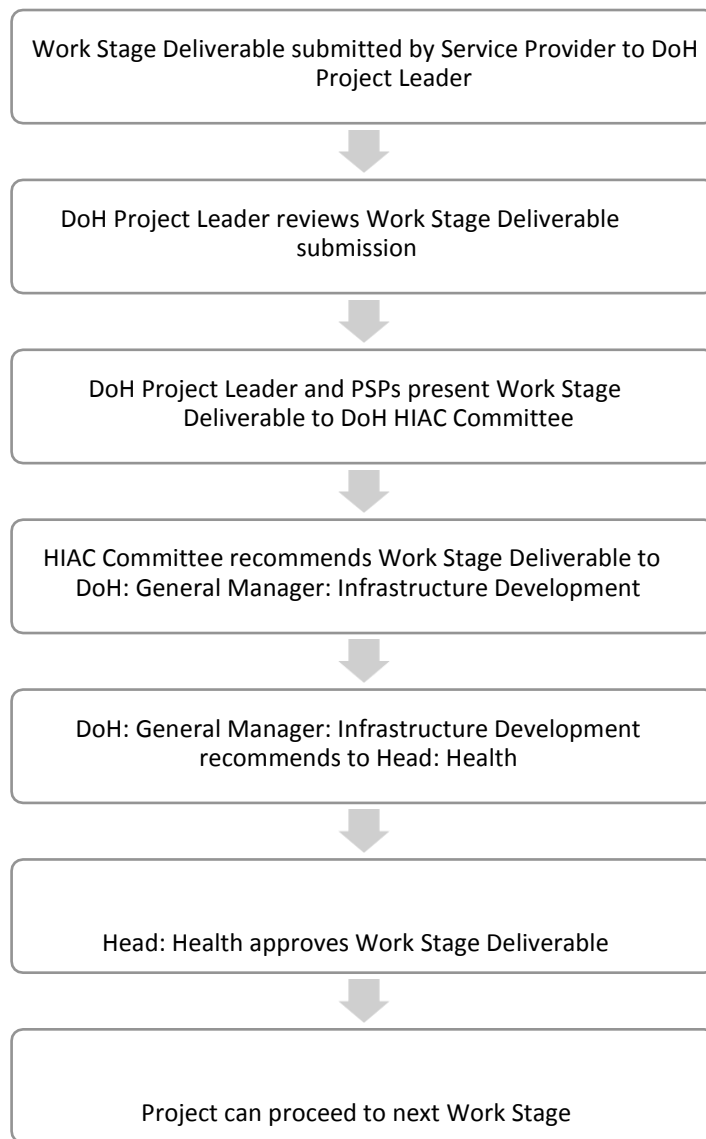
7 Use of Reasonable Skill and Care

The Entity is to consist of one or more Registered Professionals as per the relevant Councils. They are required to perform the required service with reasonable skill and care. The contractor to be competent in drilling and yield testing, plumbing and associated Mechanical/Electrical works.

8 Co-operation with all stakeholders

The Project Manager is required to identify all resources and affected parties on the project and establish how interactions are to take place.

9 General Approval Process per Work Stage



10 Access to Land / Buildings / Sites

Arrangements for access to land / buildings / sites and any restrictions thereto shall be the responsibility of the Employer. However, the Principal Agent shall be aware of such arrangements and advise the Employer's Project Manager timeously to prevent any delays that may arise due to restricted access.

11 Quality Management

With his tender, the Tenderer shall submit their proposed quality assurance plan and control procedures to fulfil their duties as stipulated in the relevant clauses of the appropriate discipline's Guideline Scope of Services.

12 Format of Communications

These will be made available to the Principal Agent on award of tender.

13 Key Personnel

Changes to key personnel shall only be effected once authorisation has been obtained from the Employer.

14 Management Meetings

- Project Management/Client Meeting meetings to monitor project progress will take place every 30 calendar days with the following DoH stakeholders: Chief Director Infrastructure, Director Engineering and Maintenance, Director Program Delivery, Program Leaders, Project leaders, District Manager, District Engineer, and other stakeholders DoH deems fit.
- Progress meeting on any individual project takes place every 14 days until completion of the particular project in the presents of the Project leader, Facility designated personnel, and Health district engineers.

15 Forms for Contract Administration

Standard forms of contract administration purposes will be made available to the successful tenderer upon award.

16 Daily Records

Daily time sheets of all personnel on the project shall be kept by the Project Manager/Principal Agent and will be made available as required by the Employer.

17 Progress Payments

- Payment of Fees to be apportioned in accordance with the relevant disciplines Board Notice as issued in the Government Gazettes. Receipt and subsequent approval of all deliverables as stipulated under the relevant Work Stage (Work Stage No. 1, 2, 3, 4 and 6) is a prerequisite for payment of said stage. Only Work Stage 5 will receive interim payments on a quarterly basis based on the proportion of the value of construction work completed at the time of invoice.
- Payment of disbursements are based on a proven cost basis in accordance with the National Department of Public Works, Rates for Reimbursable Expenses.
- Construction Payment Certificate in accordance to the General Conditions of Contract together with Particular Specifications and Rates in the Bills of Quantities.

18 Use of Documents by the Employer

Critical information, which will track the progress of the project, will be recorded and updated by the Principal Agent on a monthly basis. These will be presented to the Employer as required by the Project Manager and may include but not be limited to the following documents:

- Financial control methodology - cost reports and cash flows
- Project programmes

19 Mentorship of Employers Trainees / Interns

From time to time, the Employer may second trainees / interns to the PSP. The PSP shall provide structured mentorship and exposure to seconded trainees / interns. A training / activity schedule shall be prepared for each trainee / intern for the duration of his or her stay on the project. The schedule shall have clear targets and objectives, which will be measured at the end of the training period. The PSP shall allocate a mentor for each trainee / intern who will be responsible for the learning outcomes for the period of secondment.

The mentorship and training falls beyond the PSP's obligations in terms of criteria under Section G - Specifications and Evaluations.

A separate training and mentorship agreement will be concluded with the PSP at the time of placing trainees / interns.

20 Term Contract Duration and Contract Price

The term contract is for 3 years. The contract price is the accepted contract price based on rates and an estimate of the quantities. The contract ends when the funds are exhausted or the time has lapsed, whichever one comes first

21 Project Details

Section B is referred

22 Conditions Of Contract

General Conditions of Contract

23 Evaluation Criteria

The evaluation of bids will be conducted in three (3) phases:

PHASE 1: Responsiveness

- Correctness of bid document
- Compliance with SCM regulations (registration with Central Suppliers Database (CSD), Tax compliance, other prescripts requirements and submission of all documentation and information as per Annexure B)

PHASE 2: Quality Evaluation

- Meeting the minimum qualifying evaluation score of 70% as per criteria below.

CIDB Registration

The drilling Company must be registered with CIDB at grade (8CE)

Company Experience

Tenders previous experience on Design & Construction Water/Boreholes Siting, Drilling, Testing & Equipping Projects (Turnkey) in the last 6 years (Proof Completion Certificates & Reference letters to be attached): **No % will be allocated without proof**

Tenderers Resources/Existing Plant

Tenderers to demonstrate the capacity of plant ownership or lease from supplier (Proof to be attached)

Description	Total %	% Allocation Break down	
Existing Resources/Plant	40%	Own Drilling Rig or testing Rig	40%
		Letter/Intent of supply from drilling subcontractor	30%
		No proof of own Rig or from subcontractor	0%
	40%		

Tenderers Financial Viability

Tenders to submit to demonstrate proof of financial viability to undertake the project as per specifications

Description	Total %	% Allocation Break down	
Financial Viability	15%	Past 3 years Audited Financial Statements for the Contractor (Principal Company)	15%
		3 year unaudited Financial Statements for the Contractor (Principal Company)	10%
		No or less than 3 years Financial Statements for the Contractor (Principal Company)	None Responsive
	5%	Ability to fund the project to the tune of R2.5M Month on Month	5%
		No submission	0%
	20%		

Information above shall also be used in the risk assessment.

Tenderers Professional Staff Experience & Qualifications

Tenderers to submit to demonstrate proof of qualified and experienced staff personnel responsible for executing this project; Certified copies of Qualifications, Registration certificates (SACNASP/ECSA/SAICE) to be submitted:

Description	Total %	Requirements	% Allocation Break down	
Project Manager	3	Degree/Diploma	Degree/Diploma	3
		Civil Engineering	No qualification	0
	3	Experience	Over 15 years	3
			10 years to 15 years	1
	4	Professional Registration	Registered	4
			No Registration	None Responsive
	10%			

Geo-hydrologist	3%	Degree/Diploma Geo-hydro/Hydrology/Environmental Geology/Earth Sciences	Degree/Diploma	3
			No qualification	0
	3%	Experience	5 year & above	3
			Less than 5years	1
	4%	Professional Registration	Registered	4
			No Registration	None Responsive
	10%			

Design Engineer	3%	Degree/Diploma	Degree/Diploma	3
		Civil Engineering	No qualification	0
	3%	Experience	5 year & above	3
			Less than 5years	1
	4%	Professional Registration	Registered	4
			No Registration	None Responsive
	10%			

Drilling & Testing Supervisor	4%	Degree/Diploma	Degree/Diploma	4
		Geo-hydro/Hydrology/Environmental Geology/Earth Sciences	No qualification	0
	4%	Experience	5 year & above	4
			Less than 5years	1
	2%	Professional Registration	Registered	2
			No Registration	0
	10%			

ITEM	MAX POINTS	TENDERE EVALUATED POINTS
Existing Resources/Plant	40%	
Financial Viability	20%	
Project Manager	10%	
Geo-hydrologist	10%	
Design Engineer	10%	
Drilling & Testing Supervisor	10%	
Total	100%	

None Responsive

As Indicated in above table.

Less than 70% score.

Pricing

All tenderers required to price the attached BOQ.

PHASE 3: Price and Preference

- Evaluation using the Point System

The following special conditions are applicable to the evaluation of this tender:

- The Department reserves the right not to award to the lowest bidder.
- The Department will conduct a detailed risk assessment prior to the award.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included);

1.2 a) The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the ...90/10... preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price bids, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic

empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: _____ = _____ (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

4. SUB-CONTRACTING

- 4.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted %
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE
- (Tick applicable box)

YES		NO	
-----	--	----	--

- i) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:

5.2 VAT registration number:

5.3 Company registration number:

5.4 TYPE OF COMPANY/ FIRM

(Tick applicable box)

- (a) Partnership/Joint Venture / Consortium
- (b) One-person business/sole propriety
- (c) Close corporation
- (d) Company
- (e) (Pty) Limited

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

5.6 COMPANY CLASSIFICATION

(Tick applicable box)

- (a) Manufacturer
- (b) Supplier
- (c) Professional service provider
- (d) Other service providers, e.g. transporter, etc.

5.7 Total number of years the company/firm has been in business:

5.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1,

the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

DATE:

SIGNATURE(S) OF BIDDER(S)

ADDRESS:

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	ZNB 5753/2018-H
Service:	Term Contract for the Borehole Program forDistrict
Date:	2 September 2019
Time:	11: 00
HILL	DoH Infrastructure Development, Town Hill Hospital : Board Room

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON _____ (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

(PRINT NAME)

DATE:

SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

(PRINT NAME)

DEPARTMENTAL STAMP :

(OPTIONAL)

DATE:

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016, SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
- 6 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER:

PIN NUMBER:

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20_____

Mr/Mrs/Miss

(whose signature appears below) has been duly authorised to
..... sign all documents in connection with this bid on behalf of

(Name of Company) _____

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME) _____

SIGNATURE OF SIGNATORY: _____

DATE: _____

WITNESSES: 1 _____

2 _____

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned _____ hereby confirm that I am the sole owner of the business
trading as _____

SIGNATURE OF SIGNATORY: _____

DATE: _____

(PRINT NAME) _____

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature

We, the undersigned partners in the business trading as _____
hereby authorized _____ to sign this bid as well as any contract resulting from the bid and
any other documents and correspondence in connection with this bid and /or contract on behalf of

SIGNATURE
(PRINT NAME)

SIGNATURE
(PRINT NAME)

SIGNATURE
(PRINT NAME)

DATE

DATE

DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on _____ 20____

Mr/Mrs/Miss _____

(whose signature appears below) has been duly authorised to
sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES: 1 _____

2 _____

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on

20

Mr/Mrs/Miss

(whose signature appears below) has been duly authorised to
sign all documents in connection with this bid on behalf of

(Name of Co-Operative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

2

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on

20

Mr/Mrs/Miss

Mr/Mrs/Miss

Mr/Mrs/Miss

Mr/Mrs/Miss

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE :

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on _____ 20____

Mr/Mrs/Miss _____ (whose signature appears below) has been duly authorised to
sign all documents in connection with this bid on behalf of:

(Name of Consortium) _____

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF (COMPANY NAME): _____
(PRINT NAME)

SIGNATURE : _____ DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(To be completed by Bidder.)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in s submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;

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

Signature

Date

Position

Name of Bidder

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Yes	No
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council / Professional Body (Attach Letter of Good standing with the relevant council if applicable dated during the year of Bid)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
5.	Declaration of interest by Consultant – SBD 4		
6.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
7.	Certificate of Independent Bid Determination – SBD 9		
8.	Original certified copy of BBBEE Certificate		
9.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councilor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
10.	Proof of the relevant professional Indemnity Insurance – <ul style="list-style-type: none"> • Geotechnical, Civil and Structural Engineering: R 5,0 million • Electrical ,Mechanical Engineering: R 3,0 million • Architectural: R 5,0 million • Other: R 3,0 million 		
11.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
12.	Company Profile / Quality Evaluation information (including provided all information requested for PHASE 2 of the evaluation criteria)		

TENDERERS TO NOTE

Submission of the above returnable documents is mandatory. Failure to submit all the requested documents will result in the tender not being considered

All returnable documents (with the exception of the bid letter) must be certified by the commissioner of oath and must not be older than 3 (three) months old from the date of request for bid

CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the Standard Professional Services Contract (September 2005) Second Edition of CIDB document 1014, published by the Construction Industry Development Board.

C1.2.2 Data provided by the Employer

Clause

Special Conditions	1(1)(t)	As stated herein
Amount of Surety ship	10	10% of Tendered Sum
Time within which Surety to be provided	10	Fourteen days
Duration of Surety ship		Until issue of Certificate of completion for final stage of works.
Time within which Works to be commenced	12(1)	14 days after commencement date
Programme to be furnished within	15(2)	14 days after receipt of letter of acceptance.
Special Risks insurance	38(1)(b)	Required
If required, to be arranged by	38(1)(b)	Contractor
Amount of Special Risks Insurance	38(1)(b)	To be determined by SASRIA on the request of the Contractor
Minimum amount of Liability Insurance	38(1)(c)	R1 000 000.00
Day work allowances	40(4)(b)	20% on the gross remuneration of the workmen and foremen actual engaged 15% on net cost of material actually used
Special non-working days	41	The period 16 December to 4 January
Completion Time	45(1)	15 weeks
Amount of penalty	46(1)	R500 / day
Percentage advance on material not yet built into Permanent Works	52(1)(e)	80%
Percentage retention	52(3)	10% Reduce to 5% on completion
Retention money Guarantee	52(6)	Not Permitted
Delivery of Contractor's final statement completion of Works	52(9)	Within 30 days after certified date of
Defects Liability Period	56(1)	12 Months

Settlement of disputes to be by reference

to 61 (3)/61(4)

Arbitration

Signature -----

On behalf of

Date: -----

C1.2.3 Data provided by the Service Provider

1	The Service Provider is the company, close corporation, natural person or partnership named in Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 by the tendering Service Provider.

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

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



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION B

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province.

B1 INTRODUCTION

Department of Health for Kwa-Zulu Natal Province (KZN) realised the need for reliable water supply services for their health care facilities. The nature of the services for health services always requires that sufficient and reliable water supply be established, hence the motive of this request for services from turnkey service providers to help the department achieve this mandate for a period of 3 years.

B2 PURPOSE

In order to bridge the gap and or support Water Service Authorities in the province of Kwa-Zulu Natal the Department of Health intends to improve the functionality and reliability of existing water supply to the health facilities (Clinics, hospitals and health care laundries and other healthcare support facilities) through accessing potable water by development, refurbishment, preventative maintenance, corrective maintenance and augmentation of groundwater resources.

As such, the department is requesting for the provision of specialised assistance from turnkey service providers with the expertise to expedite the program.

B3 THE PRIORITISE REGIONAL BLOCKS

Block 1: (uMkhanyakude) home base and measured from **Richards Bay/Empangeni**

Block 2: (Zululand and UThungulu) home base and measured from **Richards Bay/Empangeni**

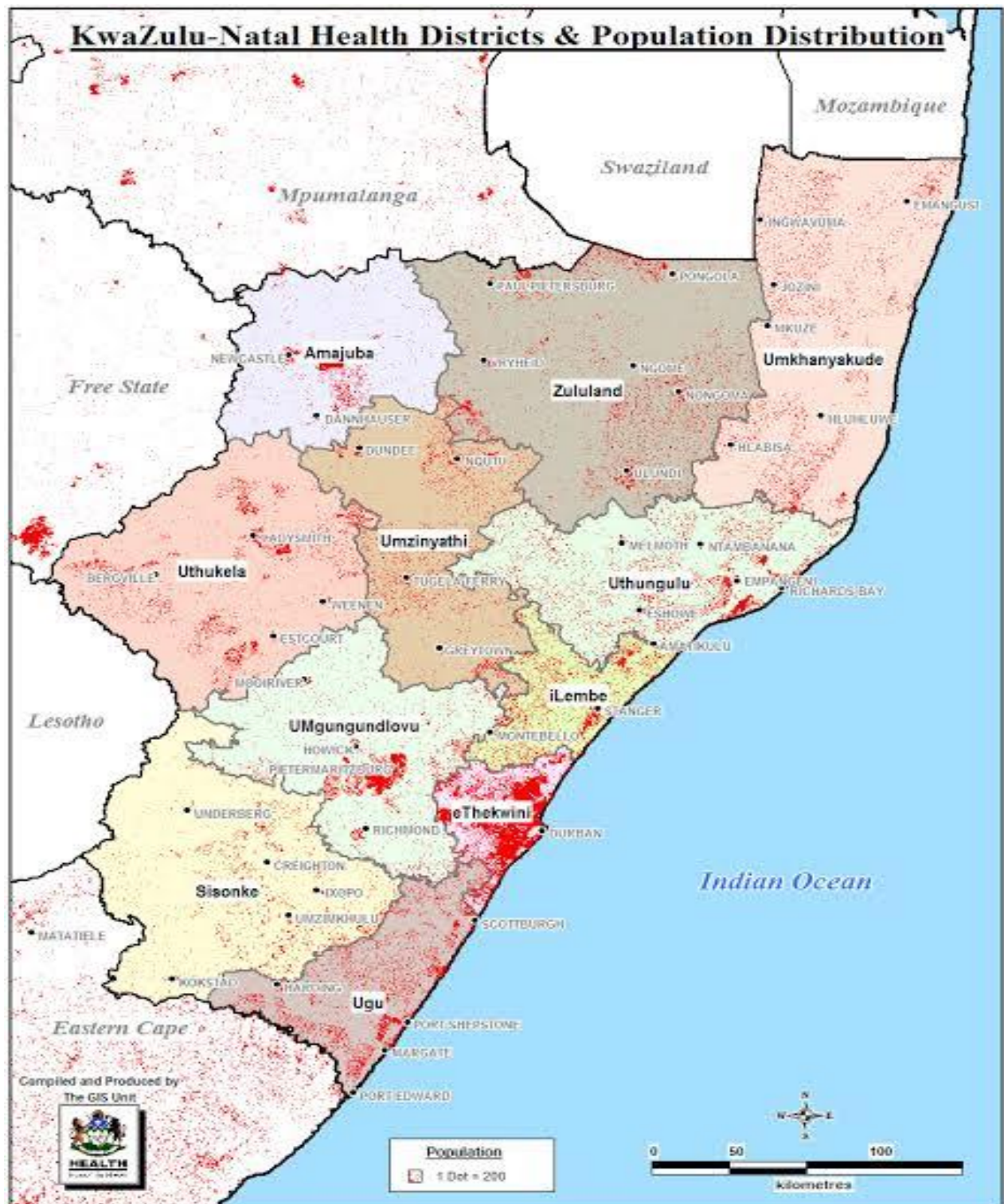
Block 3: (ILembe and UMzinyathi) home base and measured from either **Dundee or Stanger** – **Tenderer to indicate either or alternative**

Block 4: (Amajuba and UThukela) home base and measured from **Newcastle or Ladysmith** – **Tenderer to indicate either or alternative**

Block 5: Ugu and Harry Gwala home base and measured from **Kokstad or Port Shepstone** – **Tenderer to indicate either or alternative**

Block 6: eThekweni and uMgungundlovu home base and measured from **Durban or PMB** – **Tenderer to indicate either or alternative**

B4 LOCALITY MAP



B5 SPECIAL CONDITIONS & REQUIREMENTS

- Only tenderers with teams that include the specialist services at professional level are to submit the tenders.
- Only companies, firms, consultants, institutions registered with South African Registrar of Companies will be considered.
- A relevantly registered professional will mean a person specializing in the relevant areas of expertise, i.e. Geohydrology, civil engineering (water), etc
- Only one application per firm is to submit, not each branch.
- Any changes on the key technical personnel (due to resignations, replacements, transfers etc) should be informed to the department for records. Replacements to be approved by the client
- Audits will be conducted from time to time to check and verify the information submitted on the tender. If there will be any inconsistencies, if not reported will be regarded as false declaration and thus will lead to disqualification, cancelation of contract and possible blacklisting.
- By completing and signing the tender document, the tenderer certifies the contents thereof. **Any false declaration will lead to disqualification and or cancellation of contract**
- The following supporting documentation (certified copies) must accompany this tender:
 - ✓ Copies of professional registration for Geo-hydrologists and Civil Engineers
 - ✓ Copies of Indemnity Insurance
 - ✓ CVs and qualifications of all technical personnel
 - ✓ Lists of relevant completed projects (water source development & water reticulation, assert care)

B6 SUMMARY SCOPE OF WORK

The scope of the works to be carried out is as follows:

- I. Fully operational ground water systems feeding the KZN health facilities within Districts. This deliverable will have to achieve the following:
 - a. **Planning, Design & Supervision**
 - b. **Geo-hydrological Services & Survey:**
 - o Desktop & Geo-census study
 - o Siting (ground water prospecting)
 - c. **Drilling, Reaming & Casing**
 - d. **Testing (Yield & Chemical/quality test)**
 - e. **Equipping of boreholes**
 - f. **Design of the water reticulation system**
 - g. **Construction of water system, Commissioning & Certification**
 - h. **Supply of as built drawings**
- II. **Submission of close-out report.**

B7 TECHNICAL TEAM COMPETENCY, PROFESSIONAL EXPERTISE

It's required that tenderers Professional and construction personnel must meet the below minimum qualifications and experience:

Description	Qualification	Professional Registration	Years' Experience
Project Manager	Degree/Diploma in: -Civil Engineering	ECSA, SAICE	10 Year`s and above
Design Engineer	Degree/Diploma in: -Civil Engineering	ECSA, SAICE	5 Year`s and above
Geo-hydrologist	Degree/Diploma in: -Hydrology or Geohydrology -Environmental Earth Science/ Geology	SACPNASP	5 Year`s and above
Drilling & Testing Supervisor	Degree/Diploma in: -Hydrology or Geohydrology -Environmental Earth Science/ Geology	SACPNASP	5 Years and above
Equipping Supervisor	Qualification or Trained Artisan in: Mechanical or Electrical	ECSA, SAICE	5 Years and above

B9 TECHNICAL COMPANY COMPETENCY, PROFESSIONAL EXPERTISE

It's required that tenderers companies must meet the below minimum experience of similar projects execution in at least past 6 years:

- Minimum of 4 projects

TRUNKY DESIGN & CONSTRUCTION WATER PROJECTS			
Client	Description	Value	Completion date
GEOHYDRO/SITING, DRILLING, TESTING & EQUIPING			
Client	Description	Value	Completion date

B10 DETAILED SCOPE OF WORK

A Geo-Hydrological Services & Survey:

Geo-hydrological services are to conform to standards of "Ground Water Development for the Community Water Supply and Sanitation Programme" set by the Department of Water and Forestry 1996.

- Desktop & Geo-census study must cover:
The study and interpretation of the area published geological and hydrological maps, analysis of National Ground Water Archive (NGA) and the Ground Water Resource Information Project (GRIP)

B Siting & Pegging (ground water prospecting)

Siting to assess the ground water potential location shall be conducted by an experienced Geo-hydrologist and must be guided by the undertaken hydro census study in order have more successful ground source development. Geo-hydrologists must use the applicable geophysical techniques (Gravimetric survey, Resistivity survey, Magnetic survey, Seismic refraction or Electromagnetic surveys).

At least a minimum of two potential drilling targets must be sited, pegged and classified in terms of high to low preference based on the yield potential.

C Drilling, Reaming & Casing

Drilling must be done according to the established ground conditions and rock formations, under the strict supervision of the qualified Geo-Hydrologist Consultant; i.e. Air Percussion, Mud Rotary, Ordex/Symetrix drilling. Each hole must be drilling to the appropriate depth as guided by the formations and water strikes.

The successful borehole must be installed steel casing to the depth advised by the consultant and as guided by the formations. The use of Pvc casing shall be as per instruction under applicable borehole conditions.

All the borehole data; i.e. penetration logs, formations, depth and water strikes shall be recorded and consolidated to the final borehole report.

D Testing (Yield & Chemical/quality test)

All testing activities must be done under the supervision of the Geo-hydrologist consultant and there must be site testing supervisor

Testing shall include:

Yield Testing

This is done to determine the sustainable yield of the borehole and the consultant must advice the applicable procedure but not limited to;

- Step testing a recovery (12hours or 24 hours constant discharge);
- Calibration Test & Recovery

Water Quality Testing

Water quality tests must be conducted through sampling and classification; Laboratory analysis must cover Chemical and Biological compositions

E Equipping of Boreholes

Based on the Yield Test results the Consultant shall advice the pump and pumping recommendations. Borehole will be equipped with recommended pump size and power source.

F Design of the water structures reticulation system

The Project Engineer will design all the applicable designs relating to the project, i.e the tank stands, storage facility, reticulation system, etc. The Engineer will determine the pipe size depending on yield results and reticulation path depending on borehole location.

G Construction of water system, Commissioning & Certification

Drawings: All construction works must be done in compliance with the drawings, unless otherwise deviation instruction issued by the Engineer. In case of major deviations from original issued drawings, As Build Drawings must be produced at the end of the project.

Materials: All materials (Electrical fittings, Pipe fittings, Pumps, Concrete, Tanks, Tank stands etc.) must conform to SABS products specifications. All concrete works to conform to Cement & Concrete standards and recommendations; i.e SANS 50197-1, SABS 1200 GA, etc.

Commissioning & Certification: The Project Manager/Engineer together with the Geo-Hydrologist must ensure that quality, conformance & functioning of the entire work is tested and commissioned before any practical and final completion stages. The contractor must issue the Certificate of Compliance on specific operations of the work, i.e Electrical, Galvanising & Pressed tank design etc.

B11 PRICING

As Per BoQ



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION C

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province.

SECTION C: TARGETED CONTRACT PARTICIPATION GOALS AND EPWP

PART C: TARGETED CONTRACT PARTICIPATION GOALS AND EPWP

C1 SPECIFICATIONS FOR TARGETED CONTRACT PARTICIPATION GOALS

CIDB “Standard for Contract Participation Goals for Targeting Enterprises and labour through Construction Works:- 30 March 2017” is specified.

- Minimum Target for contract Participation goal is 30% of yearly contract expenditure is reserved for local sub-contractors
- General labour specifications are 100%
- Semi-skilled labour is 100%
- Skilled labour is 50%
- Management and Specialized skills is exempted

C2 EXTENDED PUBLIC WORKS PROGRAM

EPWP applies on this contract. National audits in line with EPWP applies. Failure to meet EPWP standards and targets attract penalties (Penalty Clause)



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION D

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province.

PART D: SANS SPECIFICATIONS

PORTION 1 - THE WORKS

CONTENTS:

PS1	General Description
PS2	Description of site and access
PS3	Nature of ground and subsoil conditions
PS4	Construction Details
PS5	Alternative Designs or Specifications
PS6	Construction Programme

PS7	Site Facilities Available
PS8	Site Facilities Required
PS9	Features Requiring Special Attention
PS10	Utilisation of Local Community Resources
PS11	Payment
PS12	Targeted Procurement Policy
PS13	Tender Adjudication
PS14	Documentation to be submitted in support of Tender
PS15	Specification

PS1 GENERAL DESCRIPTION

The KZN Department of Health is planning to maintain, refurbish and upgrade civil works services at various institutions in KZN. Refer to Part A.

EPWP constructing methods shall apply where appropriate. The tenderer shall employ a local sub-contractor appearing on the approved database for emerging sub-contractors through Contract Participation Goals.

PS2 DESCRIPTION OF SITE AND ACCESS

Several KZN DoH sites within KZN

PS3 NATURE OF GROUND AND SUBSOIL CONDITIONS

There has not been an investigation carried out in any of the sites.

Borrow material suitable for sub-grade road construction is expected to be available within vicinity of the sites. The above information is given in good faith, however the KZN DoH or the appointed he Engineers accepts no responsibility for the correctness thereof.

Contractors will be given permission to do any additional testing on condition that they reinstate the test pits and accept responsibility for any damage done to Services.

PS4 CONSTRUCTION DETAILS

The scope of work included in this Contract comprises everything required in accordance with the specifications and schedule of quantities.

Part A is referred

PS5 ALTERNATIVE DESIGNS OR SPECIFICATION

The proposed general specification should be priced by tenderers, however, should a tenderer wish to submit an alternative design or alternative specification, full details of the alternative should be supplied with the tenderer. The alternative will be adjudicated on merit, economy and durability.

PS6 CONSTRUCTION PROGRAMME

Time for completion of the works is 36 (thirty six Weeks) months excluding statutory holidays and the Christmas break. It is anticipated that the successful Tenderer will be appointed in August 2019

In terms of Clause 15 of the General Conditions of Contract, the Contractor shall provide a detailed programme of the work per site, covering all aspects of the work, within 14 days of his being a works order per site

A penalty as shown in the Appendix will be imposed in the event of the contractor exceeding the time for completion of the work. The penalty will apply to each stage from the date derived from the above to the date of the Completion Certificate as issued by the Engineer less the time allowed for approved delays which are applicable to the said stage of work.

PS7 SITE FACILITIES AVAILABLE

PS7.1 Contractor's Work Camp:

Establishment of camps and plant on site shall comply with all the provisions of the Conditions of Contract and Specifications. Additional establishment per site may be required. The Contractor shall locate his offices, sheds, yards, etc. only on sites shown by the appointed Engineer or Employer. The camp, housing and stores shall be used solely for the purpose of this Contract and no other uses will be permitted.

PS7.2 Staff Accommodation:

The Contractor shall make his own arrangements regarding staff accommodation should it be required per site.

PS7.3 Services:

The Contractor is to be responsible for arranging his own access, supply of water, electricity, sewerage and telephone connections and all costs associated therewith for use within his camps and for carrying out the works.

PS8 SITE FACILITIES REQUIRED

The Engineer will not require any office but the surveying equipment shall be as given in SANS 10120 AB and as amended by Portion 2 of the Project Specifications.

PS9 FEATURES REQUIRING SPECIAL ATTENTION

PS9.1 Survey

The Contractor is referred to in clause 14(4) of the Special Conditions of Contract. Attention is drawn to the provision of Act 9 of 1927 (Land Surveyors Act).

PS9.2 Government Regulations - Republic of South Africa (RSA)

The plant used in the execution of the Contract is to satisfy the requirements of the Factories, Machinery and Building Work Act (No. 22 of 1941) or any amendment thereof, including such regulations as may be framed there under at any time up to and including the date of completion of the Contract. The plant shall also comply with any other government regulations controlling the installation and operation of the entire equipment.

If any additional work is ordered by a government inspector to make the plant comply with the regulations referred to above, the Contractor shall forthwith carry out such work at his own cost.

The Contractor must acquaint himself with all conditions and regulations laid down by the Government and Local Authorities for electricity, health, and sanitation on site and traffic regulations.

PS9.3 Protection of existing Services

Excavation work above, below and in the vicinity of the underground services shall be undertaken in accordance with the requirements of the owner of the service and whether excavated by hand or with the use of excavating machinery, shall be paid at the scheduled rate for trench excavation.

The Contractor shall be liable for any damage that may occur to any known service i.e. pipe, sewer, cable, etc., and shall immediately notify the Engineer of any such damage. The Engineer or the Employer will arrange for the damage to be repaired by the owners of the damaged service and the cost of such repairs shall be deducted from any moneys due to the Contractor.

PS9.4 Access

The Contractor is required to maintain access, or provide alternative routes, for other users at all times throughout the Contract.

PS10 UTILISATION OF THE RESOURCES OF THE LOCAL COMMUNITY

PS10.1 General

The resources of the local community are generally under developed, underutilised and under employed and the Contractor shall make maximum use of such resources in the execution of the Works comprising in the Contract under direct labour employment and EPWP. The employment of the local community in the execution of the Works shall be on a contractual Employer/Employee basis.

PS11 PAYMENT

It is proposed that payment for construction on a standard measurement and payment

PS12 TARGETED PROCUREMENT

The KZN DoH wishes to apply the targeted procurement policy for this contract for the employment of local labour and local subcontractors.

PS13 TENDER ADJUDICATION

PS13.1 Applicable Documentation

This contract document is to be read in conjunction with the resource specifications for the implementation of Targeted Procurement Engagement of Targeted Labour and Contract Participation Goals.

PS13.2 Contractual Goals

Calculation of the Tendered Target Labour Goal is set out in the Appendix (Minimum threshold is 30%). This goal is to be calculated and submitted with the tender.

PS13.3 Adjudication of Tenders on a Point System

Refer to standard SCM Forms

PS13.4 Confidential Information

All information supplied by Tenderers relating to the evaluation of tenders and recommendation for the award of the contract will be confidential. It will not be disclosed to tenderers or any other person not forming part of the adjudication team.

PS14 DOCUMENTATION TO BE SUBMITTED IN SUPPORT OF TENDER

Tenderers shall include their Tendered Goal Calculation and Implementation Plans. These forms are included in the Appendix of this contract document.

Failure to complete and deliver the requested documentation in the time period and form required may result in the rejection of the tender.

PS15 SPECIFICATIONS

PS15.1 Applicable Standardized Specifications

For the purpose of this Contract the Standardized Specifications and Codes of Practice for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards as issued at date of tender shall apply.

Where items in the Schedule of Quantities refer to SABS 12000 (SANS 10200), the full specification in the relevant portion of the latest edition of SABS 1200.

Standardised Specification listed below shall be applicable:

SABS 1200 A	General
SABS 1200 AB	Engineer's office
SABS 1200 C	Site Clearance
SABS 1200 D	Earthworks
SABS 1200 DB	Earthworks (Pipes & Trenches)
SABS 1200 DM	Earthworks (Roads ,Sub-grades)
SABS 1200 GA	Concrete (Small Works)
SABS 1200 GB	Concrete (Ordinary Buildings)
SABS 1200 HB	Cladding and Sheeting
SABS 1200 LB	Bedding (Pipe)
SABS 1200 L	Medium Pressure Pipelines

PROJECT SPECIFICATION PORTION 2 - AMENDMENTS TO STANDARDISED SPECIFICATIONS

SABS 1200 A GENERAL

PSA1 MATERIALS (Clause 3)

PSA1.1 Quality (sub-clause 3.1)

All materials shall bear the official SANS mark of the appropriate standard. The Contractor shall supply a suitable certificate for any materials that are not marked stating that they meet the specific requirements.

PSA2 PLANT (Clause 4)

PSA2.1 General

All plant provided by the Contractor for the execution and maintenance of the works shall be of a character comparable with the scope of the works.

The Contractor shall provide and maintain sufficient plant to meet all requirements and shall not remove any of this plant from the site without the written permission of the Employer or appointed Engineer. He shall, however, remove unsuitable, obsolete or worn-out plant from the site when ordered to do so by the Employer/Engineer.

The approval of any plant on the site by the Employer/Engineer shall in no way relieve the Contractor of any of his obligations under the Contract.

PSA3 CONTRACTOR'S OFFICES, STORES AND ROADS (sub-clause 4.2)

PSA3.1 Storage of explosives and petroleum

All explosives or petroleum shall be stored in strict compliance with the regulations laid down by the appropriate Statutory Authority and any additional requirements, which may from time to time be laid down by the Employer.

PSA4 CONSTRUCTION (clause 5)

PSA4.1 Excavation of Property Beacons (Sub clause 5.1.2)

Survey Beacons, Stand pegs and Reference Marks

Part of the control may embrace survey beacons, stand boundary pegs, benchmarks or other official reference pegs. On no account shall these pegs be disturbed.

Before any section of the work is commenced, the Contractor and the Employer/Engineer shall reach agreement on the presence or otherwise of these pegs.

If at any time during the course of the Contract any of these official pegs should be disturbed whether by accident or not the Employer/Engineer shall immediately be notified in writing.

The Employer/Engineer shall then take the necessary steps to have the pegs or reference marks reinstated, the cost of which, unless their disturbance was unavoidable, shall be borne by the Contractor.

Existing Works and Services

Although the drawings may show the approximate positions of existing works and Services, neither the Employer/Employer nor the Engineer accept any responsibility for the accuracy thereof.

It shall be the duty of the Contractor to search for and make himself acquainted with the actual locations and ownership of existing works and Services before any construction work is commenced.

Where during the course of the contract, Services have been located and exposed, they shall be securely shored and protected, and the Contractor shall take adequate measures to prevent any damage occurring to them.

Damage to Existing Works and Services

The Contractor shall be held responsible for any damage to existing works and Services and the repair

and re-instatement of the damaged Services, by whosoever performed, shall be at the Contractor's expense.

Furthermore, any damage done to existing works and Services shall be reported immediately to the authority concerned and the Engineer shall be notified accordingly in writing.

The settlement of all claims arising from damage to existing property, works and Services shall be solely the responsibility of the Contractor.

PSA4.2 Transporting of Materials (Sub clause 5.6)

Where the transporting of materials outside the site is such as to generate a dust nuisance the material shall be covered during transport.

Precautions shall be taken during the transporting of muddy materials to prevent its fouling completed construction or public roads.

Any rocks or debris falling from trucks on the public roads shall be removed immediately.

The Contractor shall, if so ordered by the Employer/Engineer, continuously broom off and clean roads where the mud tracking of vehicles or fallen debris constitutes a hazard to the travelling public.

PSA4.3 Safety of Workmen (sub-clause 5.7)

Particular attention is drawn to the provisions of the following Acts and Regulations, copies of which must be kept on the Works and be readily available for reference:

The Factories, Machinery and Building Work Act (Act No. 22 of 1941 as amended) and the Regulations.

The Explosives Act (Act No. 26 of 1956 as amended) and the Regulations

The Contractor is fully responsible for the safety of all workmen and other persons entering the general area of operations.

The Contractor is to submit in writing before carrying out any work on site a detailed procedure to be adopted to ensure safety especially in the vicinity of the hazardous areas. This shall be approved by the Engineer.

This requirement in no way absolves the Contractor from responsibility of ensuring safety in the area of operations.

PSA4.4 Contractor to appoint a Responsible Person

In terms of the Mines and Works Act it is necessary for the General Manager to appoint a representative of the Contractor in writing to be responsible for the work.

PSA4.5 Contractor's use of site (sub-clause 5.8)

Once established on the site of the Works, the Contractor shall be responsible for maintaining the site in a neat, clean and orderly condition.

The Contractor shall make every effort to preserve the ecology of the area and no trees, bushes or other forms of vegetation shall be interfered with, other than those specifically involved in the execution of the contract.

Upon completion of the Contract, or when ordered in writing by the Engineer, the Contractor shall remove from the site all plant, equipment, temporary housing, offices, sheds, latrines, waste material and other debris. He shall reinstate all disturbed surfaces of roads, access areas, excavations and borrow pits and shall restore the site to a neat and orderly condition.

PSA4.6 Work in servitude's

Where works included in the Contract lies within servitude's over property that is not the property of the Employer, the Contractor shall give 7 days notice to the Engineer of his intention to work in the servitude.

The Contractor shall not allow his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the necessary work expeditiously with minimum inconvenience to the owner or occupiers of the property, taking all necessary precautions for the protection of buildings and property.

On completion, the salient features of the property shall be restored to their former condition.

Should the acquisition of a servitude not be finalised by the time the Contractor wishes to work in the servitude, he shall then be required to omit the section of the work temporarily until such time that he is instructed to proceed. This procedure shall not be cause for any claim on the part of the Contractor but it is intended that the Contractor shall not be called upon to return to the site once his plant and equipment have been removed from the site.

PSA4.7 Access Roads to Site

Where applicable the Contractor shall grade or construct and keep in good order and constantly repair all temporary access roads to the site.

Any route that the Contractor wishes to use to obtain access to the site, or to obtain water and any other route that is used by the Contractor shall be approved by the Engineer.

PSA5 TESTING (Clause 7)

PSA5.1 Approved Laboratories (sub-clause 7.1)

The Contractor may appoint an independent testing laboratory to the approval of the Employer/Engineer. The Employer shall be given free access to any appointed laboratory.

SABS 1200 AB EMPLOYER/ENGINEER'S OFFICE

PSAB3 CONSTRUCTION (clause 5)

PSAB3.1 Survey assistants (sub-clause 5.5)

Two assistants shall be made available to the Engineer as and when required.

PSAB3.2 Survey Equipment

The contractor shall provide the all the necessary survey equipment for the use on the project by the Engineer, Contractor and employer:

The above equipment may be shared by arrangement between Contractor and the Employer/Engineer.

The Contractor shall keep the equipment insured throughout the Contractor period against any loss, damage or breakage and shall indemnify the Engineer and the employer against any claims in this regard. Upon completion of the works, the ownership of the equipment shall revert back to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract.

SABS 1200 C SITE CLEARANCE

PSC1 INTERPRETATIONS

PSC1.1 Designated Site / Area

To be decided on different sites.

PSC2 CONSTRUCTION (Clause 5)

PSC2.1 Individual Trees (Sub clause 5.2.3.2)

The penalty for damaging or removing any trees that have been indicated by the Employer/Engineer for preservation shall be such sums as obtained from an independent expert for the replacement of the trees. The expert shall be selected by the Employer/Engineer in liaison with the Contractor. All costs incurred by the appointed expert shall be payable by the Contractor.

SABS 1200 D EARTHWORKS

PSD1 MATERIALS

PSD1.1 Method of Classifying (sub-clause 3.1.1)

All material shall be classified either as rock, soft rock, topsoil or common material.

PSD1.2 Classes of excavation (sub-clause 3.1.2)

The excavation of materials will be classified as follows for purposes of measurement and payment. All payment of rock is subject to the Contractor notifying the Engineer prior to removal so as to establish quantities.

"Rock" shall mean material found in ledges or masses, in its original position which in the opinion of the Engineer would have to be loosened by blasting or by pneumatic tools, or, if excavated by hand, by wedges and hammers. Naturally occurring boulders or detached pieces of material conforming to the above definition will not be classified as rock unless they exceed 0.2m³ in volume.

"Top Soil" shall mean the upper layer of soil which, in the opinion of the Engineer is capable of sustaining vegetation.

"Common" shall mean all material not included in rock or topsoil

PSD1.3 General (Sub clause 3.3.1 and 5.2.1.2)

Topsoil shall be separately stockpiled on site for later use as detailed in the schedule.

PSD2 PLANT (clause 4)

PSD2.1 Transport (sub-clause 4.3)

Delete the words "normally open to the public" in the second paragraph.

PSD3 CONSTRUCTION (clause 5)

PSD3.1 Barricading and Lighting (Sub clause 5.1.1.1a)

Delete "600 mm" and add "900 mm".

PSD3.2 Negligence (sub-clause 5.1.2.4)

Other than the costs involved in repairing damaged services and damage caused by such no other penalties will be imposed.

PSD3.3 Conservation of topsoil (sub-clause 5.2.1.2)

Delete "the Contractor will not be required to remove topsoil from any area in which the average depth of soil is less than 150mm".

PSD3.4 Excavation for General Earthworks and Structures (sub-clause 5.2.2.1)

Unexpected or large amounts of rock shall be reported immediately to the Engineer.

PSD3.5 Transport of Earthworks (sub-clause 5.2.5.1 and 5.2.5.2)

All surplus excavated material shall be disposed of by the Contractor at a designated site. The site forms part of the contract and no extra payment will be made for spoil, compaction to 90% mod. AASHTO and levelling of this site. No free haul or overhaul is applicable.

PSD4 TESTING (clause 7)

PSD4.1 Exploratory holes (sub-clause 7.1)

Delete "such operations will be paid as day works" and add "such operations will be paid at the scheduled rates".

PSD4.2 Taking and testing of samples (sub-clause 7.2)

Determination of the standard of compaction achieved shall be carried out in accordance with TMH 1.

Costs of testing shall be included in the rates for compaction.

SABS 1200 DB EARTHWORKS (PIPE TRENCHES)

PSDB1 MATERIALS

PSDB1.1 Classes of Excavation (sub-clause 3.1)

Refer to clauses PSD1.1 and PSD1.2 of the Project Specification

PSDB2 PLANT (clause 4)

PSDB2.1 Compaction Equipment (sub-clause 4.3)

The use of mechanical compaction equipment will not be permitted for the 300 mm above the crown of the pipe.

PSDB3 CONSTRUCTION (clause 5)

PSDB3.1 Excavation (sub-clause 5.4)

Unless prior approval of the Engineer is obtained the maximum length of open trench at any time shall not exceed 100 m.

PSDB3.2 Excavation (sub-clause 5.4)

Where ordered by the Engineer, trial holes shall be opened up well ahead of excavation to ascertain the nature of materials and positions of underground services. A record shall be kept of the positions, sizes of holes and of the materials and services encountered. Backfilling shall be carried out immediately after the information has been obtained and shall consist of approved materials compacted in 250 mm thick layers to the density of the adjacent ground. Separate items for trial holes are included in the schedule.

PSDB3.3 General (sub-clause 5.6.1)

Backfill shall not be placed over and around any joint in the pipeline until such time as the pipeline has been successfully tested and approved by the Engineer.

PSDB4 MEASUREMENT AND PAYMENT (clause 8)

PSDB4.1 Basic principles (sub-clause 8.1.2)

All trench excavations shall be measured linearly.

PSDB4.2 Computation of quantities (sub-clause 8.2.3)

For pipes of nominal diameter up to and including 125 mm the base in accordance with sub-clause 5.2 shall be 600 mm for depths not exceeding 1.5m.

PSDB4.3 Excavation ancillaries (sub-clause 8.3.3)

Add the following:

Top soiling of trenches shall be carried out in accordance with SABS 1200 D Sub-Clause 5.2.1.2 and 5.2.4.2 and 8.3.9.

PSDB4.4 Excavation (sub-clause 8.3.2)

Payment for excavation will be as follows:

50% of the rate Tendered for excavation items upon completion of the excavation to the trench bottom, a further 30% upon completion of Backfilling and compaction and the remaining 20% upon the completion of reinstatement and disposal of surplus and unsuitable material.

SABS 1200 DM EARTHWORKS (ROADS, SUB-GRADES)

PDSM1 CONSTRUCTION

PDSM1.1 Removal of unsuitable ground (sub-clause 5.2.3.2)

Road-bed material that occurs below the formation level shall be rolled before the application of fill layers to detect the presence of unsuitable ground.

PSDM1.2 In-place treatment of road-bed (sub-clause 5.2.3.3)

Where specified on the drawings, the sub-grade layer shall be ripped to a depth of 150mm and re-compacted to at least 90% Mod AASHTO.

PSDM2 TESTING

PSDM2.1 Frequency of density testing

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows :

Layer work - 1 No for each 300m³ (or less) of each layer.

Costs of testing shall be included in the rates for compaction.

PSDM3 MEASUREMENT AND PAYMENT (clause 8)

PSDM3.1 Volume measured only once

Material placed as compacted fill shall be measured as compacted volume.

Material placed as compacted fill, to stockpile or to waste shall be measured as excavated volume.

SABS 1200 GA CONCRETE (SMALL WORKS)

PSGA1 MATERIALS (Clause 3)

PSGA1.1 Applicable Specifications (sub-clause 3.2.1)

The type of cement to be used in the concrete works shall be Portland Cement complying with SABS 10471.

SABS 1200 L MEDIUM-PRESSURE PIPELINES

PSL1 MATERIALS (Clause 3)

PSL1.1 Corrosion Protection (Sub-clause 3.9)

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

PSL2 Depths and Cover (Clause 5.1.4)

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

PSL3 Test Pressure and Time of Test : Clause 7.3.1

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

In addition to the testing specified in Clause 7.3.1 the mains and the connections shall be tested once all installations within a particular Construction Stage area have been completed. The cost of this work shall be included in the rates tendered for supplying and laying pipes.

PSL4 Disinfecting Of Portable Water Mains : Clause 5.9

A Chemical concentration of 20 mg/l of Calcium Hypochlorite (CaOC1) to remain in pipeline for 24 hours before scouring to waste.

PSL5 Valves

The provisions of the City Engineer's "Guidelines and Standards for Construction of Water Supply", as issued by the Directorate of Planning and Engineering Services, Waterworks Branch, shall apply.

SABS 1200 LB BEDDING (PIPE)

PSLB1 MATERIALS

PSLB1.1 Selected Granular Material (sub-clause 3.1)

Delete the word "singularly"

PSLB1.2 Bedding (sub-clause 3.3)

uPVC pipelines shall be regarded as flexible pipes and the class of bedding to be used shall be as shown on the drawings. All other pipes shall be regarded as rigid and a Class B bedding shall be used.

PSLB1.3 Selection (sub-clause 3.4)

Suitable selected bedding material will generally be available from trench excavations along the route but additional provisions for bedding materials shall be in accordance with sub-clause 3.4.2.

PSLB2 CONSTRUCTION (clause 5)

PSLB2.1 Compacting (sub-clause 5.1.4)

The use of mechanical compaction equipment will not be permitted within 300 mm of the crown of the pipe.

PSLB3 TOLERANCES (Clause 6)

PSLB3.1 Moisture Content and Density (sub-clause 6.1)

The degree of accuracy shall be II.



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION E: USER GUIDE

Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province.

PERIOD TYPE CONTRACT VALID FROM 09 MARCH 2019 TO 08 MARCH 2022

(THREE YEARS)

E1. USER GUIDE

This document is intended as a guide to the users of the contract. However, users are required to familiarise themselves with the contract document. Contract period 09 March 2019 to 08 March 2022.

In so far that any of the conditions contained in this User Guide are at variance with any obtained in the Specification, Section B, in the tender document, the contract shall be interpreted in terms of this User Guide.

Note 1:

- a) When implementing a project via this contract, particular reference must be made to the contract, the service provided and the facility where the project is being performed.
- b) When work is carried out by the issue of a normal day to day order particular reference must be made on the order to the contract reference number

Note 2: User of this contract to note that this list of approved local contractors will be updated on a continuous basis and users are to ensure that they use the **latest list of approved list** for all works.

Note 3: Users of the contract must always ensure that when service providers are appointed, and paid, that they are in the possession of the following:

- a) A valid Tax Clearance Certificate
- b) A valid CIDB Certificate
- c) A valid Letter of Good Standing with the Compensation Commission or a Mutual Association
- d) Proof of registration with the CIPC (Companies and Intellectual Properties Commission) (Note: Sole proprietors are not required to register with the CIPC)

E2 PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this Contract is to procure a competent (approved Service Providers) who is able to execute servicing, repairs, maintenance, upgrading and replacement works for fixed water, sewage and stormwater installations installed in KwaZulu-Natal Hospitals, Clinics and associated KZN Health Buildings.

Note: Service provider's base stations are to be permanently manned by a qualified personnel.

Definitions of work categories: (A) (B) (C) (D)

- E2.1 (A) **Servicing and Maintenance** (including preventive maintenance) is defined as that work required to keep any existing infrastructure, which is presently functioning, in operational order.
- E2.2 (B) **Repair** is defined as that work required to be executed on any existing fixed infrastructure which is at present not functioning and must be returned to its original state of functioning.
- E2.3 (C) **Upgrading** is defined as that work involved in taking out any existing fixed infrastructure and replacing it with similar new equipment of an increased capacity/capability or using items with more advanced technological features.
- E2.4 (D) **Replacement** is defined as that work involved in taking out any existing infrastructure and replacing it with new equipment of the same capacity/capability and technological features.

E3. MAXIMUM VALUE OF WORK PER TASK ORDER

- E3.1 The value of any specific works to be carried out, in terms of this contract, shall be limited to R500,000 (including VAT, per task order) for works orders generated from the District offices or facilities. There is no limit for orders generated from DoH Infrastructure Unit at Head Office
- E3.2 Note: All non-stock items forms received with a value above R200 000.00, must be forwarded to Infrastructure Development, Office Manager, Natasha Pillay, for checking and approval by the relevant authority or designated person within KZN DoH.

E4. AWARDING AND IMPLEMENTING WORK

E4.1 Urgent Repairs and Breakdowns

- E4.1.1 Where not measured, urgent repairs and breakdowns shall be carried out on a proven time and cost basis (where specified) or in accordance with the contract rates (rates build-up) and tariffs.

Quotes are not required, however, an estimated maximum cost is to be stated on the instruction to proceed. This estimated amount shall be derived from the DoH estimated costs.

Under no circumstances may the authorised amount be exceeded without prior written permission from the Department.

The instruction to proceed shall be issued by responsible manager within KZN DoH, and be executed by the first working day thereafter.

- E4.1.2 The job sheet must be completed on site by the service provider, for each day worked, it is to be signed and stamped by the responsible official on site and submitted with the service provider's invoice. The work will be checked and paid accordingly.
- E4.1.3 In the event that the service provider cannot complete the repair within the allocated amount, the service provider, having now investigated the problem to ascertain the cause of the fault, shall now submit a report to complete the repair.

Once the service provider is instructed by the Department to do so the repair work will be carried out and paid accordingly. In the event that quote/s are not found to be in question they are to be submitted to Infrastructure Development for evaluation, for attention **Mrs N. Pillay**

E4.2 Strip and Quote

- E4.2.1 Repair work, where the full scope of the required repair work is not known, for example an infrastructure overhaul that is not visible, may require stripping or excavation to ascertain the full extent of the required repair work. It may also require removal of the equipment from site, to the service provider's workshop, where disassembly of the equipment can take place.

A "strip and quote", quotation shall be submitted by the service provider before authorisation can be granted.

- E4.2.3 After stripping and or excavations of the infrastructure, determining what repairs, spares/pipes and accessories, and time etc. is required to carry out the repair, the service provider shall submit a detailed quotation.

The repair work will be carried out on a proven time and cost basis in accordance with the contract rates and tariffs. In the event that the quote/s are found to be questionable, they are to be submitted to Infrastructure Development for evaluation, attention **Mrs N. Pillay**.

E4.3 Safety, Health, Environmental (SHE) Plan in Respect of Repair Work.

The service provider shall submit a SHE Plan for the approval of the Safety Responsibility Manager for all repair work.

Service provider's are required to issue an approved SHE plan to all employees, who are in turn required to have the SHE plan available, on site, at all times.

E4.4 Awarding of Project work

E4.4.1 Project Work i.e. Servicing, Maintenance, Upgrading and Replacement Works.

E4.4.1.1 Servicing, Maintenance, Upgrading and Replacement Works: In respect of these works the required scope of work is known. A quote will be issued by the service provider using the rates in the BoQ

Note: A copy of all NSI's (non-stock items) must be submitted for approval to Head Office Infrastructure Development, before quotes are invited.

E4.4.1.2 Invitations to quote will be issued by e-mail or hand delivered to service providers via the DoH project manager by either the facility, the District or Infrastructure Unit Directorate. The Project Leader will complete the Project Quotation Document complete in every detail and will include the following:

E4.4.1.3 A full and comprehensive specification, including the completion period of the project, a full set of drawings, as applicable for the scope of work to be executed as well as a complete itemised, schedule of prices and the applicable SABS, standard and technical specifications.

E4.4.2 Project Work Quotations and Invoices

In respect of project work quotations the quoted rates are fixed for 3 years. Therefore, supporting job sheets and supplier's invoices are not required to be submitted with the service provider's invoice.

E4.4.3 Safety, Health and Environmental Plan Requirements in respect of Project work.

It is required that a project specific Safety, Health and Environmental Plan, for each and every project executed under this contract, be submitted by the service provider for approval by the Safety Responsibility Manager before any work commences on site.

A generic Construction Safety, Health and Environmental Specification is contained in the contract document for the information of the service provider.

E4.4.4 Penalties

If the Service Provider shall fail to complete a project, by the due completion date, fail to complete the task to the extent which entitles him/her to receive a Certificate of Completion the Service Provider shall be liable for a penalty for every day which shall elapse between the due completion date and the Actual completion date. The imposition of such penalty shall not relieve the Service Provider from his/her obligation to complete the works or from any of his/her obligations and liabilities under the Contract. The penalty for failing to complete the works is 0.4% per day of the contract sum rounded up the nearest R10.00

E4.4.5 Progress Chart

The Service Provider shall submit for approval a progress chart for each project, to the Department's Representative, within 7 days of the site handover. The progress chart shall be in bar chart format and list all of the planned activities for completion of the project.

E4.4.6 Completion period and delays: extension of time

The completion period for each particular project shall be stated in each project specification or task order.

In respect of any claims for an extension of time, the service provider shall within 28 days after the circumstance, act or commission giving rise to such a claim deliver to the Department's Representative a written notice of intention to claim.

If due notice is not given, within the specified time, then penalties may be applied.

E4.4.7 Insurance

Refer to respective contract.

E5. ACCEPTANCE OF UNAUTHORISED WORK

Under no circumstances may service providers be allocated, nor shall they undertake, work under cover of this contract, in respect of service types for which they have not been officially appointed.

Should it be found that service providers are accepting work, under cover of this contract, outside of the service types for which they are appointed, then the service provider's entire tender award will be terminated.

The Departmental users of the contract are to familiarise themselves with the approved service types and they are to advise the SCM Contract Management of any instances where service providers fail to comply with this Clause.

E6. LIST OF APPROVED SUB-CONTRACTORS FOR CPG

Refer to the list of approved local sub-contractors shall be provided upon award resulting from a fair and transparent process by KZN Health, Contractor, Consortium Project Manager and local leadership.

E7. SCHEDULE OF INFRASTRUCTURE (SERVICE TYPES) TO BE MAINTAINED **Water and fire Reticulation**

Water reservoirs

Sewage reticulation

Septic Tanks

Sewage Treatment other than Lilliput

Stormwater drainage reticulation and disposal

Roads, parking and walkways

E8. REPORTING ON SITE

The Service Provider's representatives and employees are required to report to the Head of the institution and then followed by Maintenance Supervisor **upon arrival and prior to departure** from institutions.

Where institutions do not employ a Maintenance Supervisor the service provider shall report to the Administrator or Official in Charge or his/her second in command.

E9. JOB SHEETS

E9.1 Service providers shall complete the standard job sheet.

In respect of all work which is undertaken on a proven time and cost basis i.e. repair work, breakdowns, stripping and quoting work etc. Users of this contract shall ensure that the following information is endorsed on the job sheet:

- i) Official order number and/or instruction to proceed/reference number.
- ii) Place from which journey to site starts and kilometres travelled to site.
- iii) Return journey destination and kilometres travelled.
- iv) Time of arrival at and time of departure from the site.
- v) Date
- vi) Name/s of each artisan/s, semi-skilled worker and unskilled worker.
- vii) Details of work done
- viii) Details of spares used.
- ix) Signed and stamped by a responsible official on site. In the event that the responsible official on site is not available to sign the job sheet then the respective Departmental user of the contract shall verify that all information on the job sheet is correct.

Note: A separate job sheet is required for each day worked on site.

E9.1.1 The responsible person shall check that the skilled artisan, apprentice and semi-skilled workers names are checked against the approved list of service providers. Payment at the specified rates shall only be made in respect of the listed, approved workers.

E9.1.2 In respect of project work where a fixed price has been accepted only i), v), vi), vii), ix) above are required.

E10. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The service provider shall supply all plant and tools normally required to carry out the type of work tendered for, which shall include portable generators, portable lighting test equipment etc., as applicable. Where a service provider is required to hire plant or equipment not deemed to form part of his/her normal scope of work, prior approval shall be obtained from the Department's Representative.

E11. ACCOMMODATION/STORAGE

The service provider shall be fully responsible for all arrangements for the accommodation of his/her workmen and for the safe storage of his/her tools, materials and vehicles. All materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The service provider shall remain fully responsible for all materials and plant etc. until the completed work or has been officially accepted by the Department.

E12. INVOICE FORMAT AND SUPPORTING DOCUMENTATION

See As provided in the tender/contract document

E12.1 The following information shall be reflected on all invoices for work which is undertaken on a proven time and cost basis i.e. repair work, breakdowns, stripping and quoting etc.:

- Name of institution/facility or/building
- Official order number and, where applicable, the appointed representatives reference number
- Full description of work performed. (In respect of emergency call outs, the time, date and name of the person who called out the Service Provider must be indicated).
- Detailed list of materials/spare parts used showing prices, service provider's mark-up and subtotal.
- Labour hours performed, rate and subtotal
- Kilometres travelled and dates, rates and subtotal
- Subsistence claimed and dates, rates and sub total
- VAT (at current rate) (only applicable to registered VAT Vendors)
- Grand Total

E12.2 Original invoices shall be addressed to the office indicated on the official order form/letter of appointment. The original invoice, supporting documentation, **and a duplicate copy thereof**, must be submitted to the respective Departmental Representative in control of the works.

E12.3 Except where fixed price quotations have been accepted i.e. in respect of project work. The following supporting documentation shall be supplied:

- A job sheet for each day worked – duly completed in all respects.
- Suppliers invoice/s in respect of all materials/spare parts, equipment and Sub-contract services bought out, which shall be by means of copies of invoices from bone fide suppliers i.e. manufacturers, accredited agents and accredited stockists.

In respect of project work where a fixed price has been accepted supporting job sheets and suppliers invoices are not required.

E12.4 Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of a written instruction issued by the Project Leader/ Departmental Representative and a copy of an approved variation order.

E12.5 Payment Authorisation Procedure

E12.5.1 Users should check that the invoice and supporting documentation is correct in all respects and append their signatures accordingly.

E12.5.2 In the event that the invoice is found to be incorrect, the invoice shall be returned to the service provider for correction and re submission.

E12.5.3 Only original invoices may be accepted for payment.

E12.5.4 A record shall be kept of all invoices received and processed per facility and cumulative of the program of the term contract.

E12.5.5 Fraudulent invoices will lead to termination and or prosecution

E13. LOG BOOKS

Log books shall be provided in each plantroom and sub-station. All work carried shall be fully detailed in the applicable log book. Any disruptions which are deemed to be beyond the service providers control and which result in the service provider's workmen having to leave the site shall be logged in the applicable log-book, and on the service provider's job sheet.

All visits and inspections carried out by Departmental Representatives shall be recorded in the applicable log book.

E14. PREVENTIVE MAINTENANCE SCHEDULES

Preventive maintenance servicing of plant and equipment shall be carried out in accordance with the maintenance schedules and programmes as supplied by the Department of Health.

Copies must be made by, and at the cost of, the service provider as required of these schedules.

Users must note that the service schedules are generic and can be altered for particular and/or manufacturers requirements.

Service providers who are required to carry out preventive maintenance servicing are required to submit to the Department's Representative their planned service itinerary at least one week (7 days) prior to commencing the specified service work.

E15. OVERTIME WORK

- E15.1 No overtime will be paid in respect of normal works. Overtime shall only be entertained in cases of emergencies where breakdowns occur to essential services and urgent work as determined and authorised by the Department.

For overtime rates the following are deemed to be mission critical services:

- Water System: (burst pipes, or interruption)
- Sewage Systems. (overflowing sewage, blocked pipes)
- Stormwater Drainage during rainy season. (overflowing catch-pits and manholes, blocked drains)

Interruption of these services will risk lives, functioning of the facility, and the life span of the buildings and other assets. Any unexpected breakdown of these services is considered urgent

- E15.2 Where working of overtime has been authorized by the Department, overtime rates shall be applied as follows:

Monday to Saturday inclusive

All overtime hours worked = normal time x 1.5

Sundays and public holidays

All overtime hours worked = normal time x 2

Note: For the purposes of determining when overtime shall commence, it will be taken that the normal working day is between the hours of 07h30 to 16h30, Monday to Friday

E16. SUB CONTRACTING OF WORK

Service providers shall perform the works using their own employees and resources (local CPG sub-contractors are included as Contractor's own resources). As such, sub-contract work is restricted to specialist services, and shall be detailed and indicated on quotations and invoices accordingly. An example of acceptable specialised sub-contract work would be work of a highly specialised nature that is not described anywhere in the tender document. The main service provider shall be held accountable for any incidences of non-performance, poor workmanship etc, in respect of any work undertaken by his/her domestic sub-contractor.

Service providers shall not subcontract work to others, work for which they are directly appointed (fronting). Failure to comply with this clause may result in the termination of the service provider's

contract. Users of this contract shall report any such instances, which come to their notice, to the SCM Contract Management Department.

E17. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

E17.1 Redundant materials and spare parts which arise from repairs, breakdowns, stripping and quote i.e. work carried out on a proven cost basis must be listed by the service provider and handed over to the responsible official at the institution/facility and a signature obtained therefore. Such redundant spare parts are to be inspected, by the Department's representative to confirm that such parts are indeed defective.

E17.2 Redundant materials, plant and equipment (which is not bar-coded) arising from project work i.e., planned replacement and upgrading work shall:

E17.3 When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the service provider. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation amount.

E17.4 When considered by the Department to have monetary value, but is of no use to the Department, the service provider may be invited to submit a credit for the purchase and removal of same from site. The Department reserves the right to accept or reject such quotations.

Note: The standard forms (for estimate and quotation) make provision for a credit to be deducted from the estimate/quotation amount. The estimate/quotation document shall detail the specific redundant equipment and materials etc.

Note: The service provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, materials, equipment or plant may be removed from site without the prior written permission of the Department.

E17.5 Redundant equipment which is bar-coded shall be disposed of via the normal SCM Asset disposal procedure.

E18. TESTING, FIRST DELIVERY, FINAL DELIVERY AND COMPLETION OF THE WORKS

E18.1 First delivery

The procedure for first delivery inspection in respect of:

- Repair work.
- Project work i.e. upgrading, replacement and preventive maintenance service work.

Shall be as follows:

- i) The service provider shall satisfy him/herself that the works are tested and complete and to specification in all respects, and to the satisfaction of the responsible official.

The service provider shall then apply to the Department for an inspection on a date that suits both parties.

The service provider shall make timeous arrangements with the Department's Representative for inspection of all work prior to departure of his/her workmen from the site. The service provider shall submit his/her final claim only after the works are accepted.

- ii) Should any item whatsoever be noted during the inspection which may require attention or rectification, the works will not be accepted. It will be necessary for the service provider to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. The Department is also entitled, at its discretion, to deduct costs of any fruitless inspection/s, from monies owing to the service provider, in respect of the works. Acceptance of the works will only be taken as and when the works are completed in every detail.
- iii) The service provider is responsible for appointing his/her own foremen or supervisors for the supervision of the works. It is not the responsibility of the Department, or its duly appointed representatives, to perform such functions on behalf of the service provider.
- iv) When the works are finished and complete in every detail, the Department will issue a First Delivery Completion Certificate. The date of issue of the First Delivery Certificate shall be the date of commencement of the guarantee period.

E18.2 Final delivery

On expiry of the guarantee period, the Department's Representative will issue the Final Delivery Certificate after satisfying him/herself, at a site meeting held with the service provider that the works are in all respects in sound and proper condition. (See Annexure A4.6)

- E18.4 Note: In respect of preventive maintenance service contracts the First and Final Delivery Certificate will be issued together (at the end of the contract period).

19. GUARANTEE PERIOD

- E19.1 The service provider has unconditionally guaranteed all servicing and repair work (inclusive of parts and components) performed, together with all materials and spare parts (inclusive of electrical components) supplied by him/her for a minimum period of six (6) months from the date of acceptance of the works.
- E19.2 The service provider has unconditionally guaranteed all new, replacement and additional equipment, and installations (inclusive of all electrical components) for a minimum period of twelve (12) months from the date of the First Delivery Certificate.
- E19.3 The guarantee covers the performance of the works and any defects due to malfunction inferior materials and/or workmanship of the service provider, or any of his/her sub-contractors, fair wear and tear excepted, and the service provider shall repair any such defects without delay and at his/her own cost.

Should any part of the complete works perform unsatisfactorily, so as to become detrimental to its functional use, the service provider shall replace any such part, or the complete works, with equipment as prescribed by the Department, without delay and at his/her own cost.

If any defects are not remedied within the period specified by the Department, the Department shall have such defect repaired, at the risk and cost of the service provider, by another service provider whom the Department deems to be proficient in the work, without prejudice to any rights the Department has against the defaulting service provider. The Department shall give written notice to the service provider of such instances where he/she appoints another service provider to remedy defects in the works.

E20. PROTECTION OF HOT WORK

Any service provider performing "Hot work" (welding, cutting etc.) must have at least 1 x 9kg DCP extinguisher at hand, the service of which must be up to date, the seal of which must be intact, and the service provider shall further ensure that no flammable materials or liquids are at risk. The service provider shall be held liable for any loss or damage, arising from his/her failure to comply with this clause.

Note: A HOT WORK PERMIT shall be obtained before any hot work commences.

E21. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns as and when instructed to do so.

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider should be advised of the required response time to attend to breakdowns.

E22. OPERATION AND MAINTENANCE MANUALS FOR PLANT

Where new/replacement or additional equipment is installed, the service provider shall hand over, at the completion of the works three (3) copies of the necessary operating and maintenance requirements for all plant and equipment supplied and installed by him/her as part of the works. One copy shall be retained by the Department. One copy shall be kept in the plantroom. One copy shall be handed to the Official in charge of the institution/facility. Each copy of the operating and maintenance manual shall be separately bound, in a plastic covered hard binder, and shall contain the following data:

E22.1 Operating and maintenance manual (pro forma) contents

1. Scope of work
2. Operating instructions
 - 2.1 Normal operation
 - 2.2 Safety measures
 - 2.3 Fault finding guide

NOTE: A complete description of all operating procedures and safety measures shall be included in the manual. A basic "Fault Finding Guide" shall also be included.

3. Equipment information
 - 3.1 Schedule of information
 - 3.2 List of spares and agents
 - 3.3 Design data
 - 3.4 As-commissioned data

NOTE: A complete schedule of all plant and equipment forming part of the Works shall be included in the manual. The schedule shall include, but shall not be restricted to the following data:

- i) Equipment type and model
- ii) Equipment identity number/serial number
- iii) Working load/pressure
- iv) Date of manufacture, testing installation and commissioning
- v) Country of manufacture
- vi) Manufacturers name and contact address

4. Maintenance requirements

- 4.1 KZN DOH service schedules
- 4.2 Manufacturers service recommendations

NOTE: The manufacturer's recommendation with regard to the routine servicing and maintenance of all equipment shall be included in the manual. This data shall include the recommended service interval and the estimated hours required for each type of service, for each item of equipment, together with a list of agents/contractors authorized to carry out service/maintenance.

- 5. Manufacturers literature
 - 5.1 Equipment brochures
 - 5.2 Proprietary drawings, exploded views and wiring diagrams

6. As built drawings

A complete set of full size paper prints of the drawings of the entire installation shall be included in each copy of the manual. The set shall include:

- i) Electrical wiring diagrams indicating all cable sizes, current ratings, fuses, control units, both internal and external to the machine. System layouts and schematics
- ii) Mechanical drawings and schematics showing all equipment, connections to the equipment and service runs installed by the contractor, and isolating valves, etc.
- iii) Exploded views of all equipment showing each component part adequately identified and numbered.
- iv) The as built drawings on electronic records must be handed to the Department's Representative at first delivery.

E23. SERVICE PROVIDERS STAFF QUALIFICATIONS

To qualify for the rates listed service providers should provide proof (with their tender) of qualifications in respect of:

- Artisans
- Apprentices
- Semi-skilled workers

The names of the service provider's qualified personnel, as approved at the tender award, are listed under Annexure A1.

Users of the contract shall ensure that the correct rates per service provider employee category are correctly applied.

During the period of validity of the contract service providers are required to submit to the Infrastructure Engineering and Maintenance Department, for approval, proof of qualifications and experience of any additional or replacement employees.

Users of the contract shall bring to the notice of the SCM Contract Management Department any instances of the use of unlisted personnel, by the service provider.

E24. RATES AND TARIFFS

E24.1 Labour rates

- The contract provides for maximum labour rates as set out under the priced schedule and Annexure A2 of this User Guide.
- These labour rates are taken to cover all of the service providers' supervision, administration (including quoting, unless, it is an official "strip and quote" job) and overhead costs, printing of standard service schedules, **consumables**, insurance, **sundries** and preliminaries as per the conditions of contract, and profit.
- Note: Sundries include unproven costs e.g. such as freight and postal charges where proof of cost is not provided by the service provider.

E24.1.1 The skilled artisan/technician/apprentice rates, apply to a qualified person working without assistance of a labourer.

E24.1.2 Claims for semi-skilled rates will only be applied in respect of work covered under the schedule of semi-skilled work.

E24.1.3 Additional unskilled labour for services/work requiring additional labour to the skilled labour covered under the artisan/technician/apprentice rate, shall be quoted for. Service providers quoting for such work are required to clearly define in their quotations for what purposes such additional labour is required.

24.1.4 The labour rates will remain firm for the first of twenty-four (24) months of the contract period.

24.2 Subsistence Tariffs

- The Department will reimburse the service provider for subsistence per 24 hour period, worked away from base, as and when required, in accordance with the tariffs set out in the price schedule of this User Guide. These subsistence rates will remain firm for the first twenty-four (36) months of the contract period.
- Where hotel or other accommodation is utilized and the costs (including a packed lunch) exceed the aforementioned fixed tariffs, the service provider may claim actual costs incurred, **upon submission of the necessary accounts and receipts** excluding the cost of telephone calls, laundry, and all alcoholic beverages, per night and providing that the nearest commercial accommodation to the site is utilized.

Note: Either the subsistence rate or the actual hotel accommodation cost may be claimed, not both.

- Claims in respect of food and refreshments consumed during the course of “day trips” will not be accepted.
- The Department will reimburse the service provider for transport and travelling costs in accordance with the maximum tariffs set out in the price schedule under this User Guide as applicable.
- These tariffs will be adjusted by the Department, after the first twelve (12) months of the contract period based on the last fuel tariff increase. However, the Department reserves the right to adjust these rates at any time should there be an abnormal (in the view of the Department) fuel price fluctuation.
- These tariffs include depreciation, maintenance and insurance etc. of vehicles, toll fees, delays due to road conditions or inclement weather and travelling time for the driver and no separate claims will be entertained in this respect. Travelling time for additional labour only may be claimed for separately at the average travelling speed of 80km/hour.

E24.4 Transport Tariffs – other Delivery Vehicles

The contract provides for maximum fixed rates for other delivery vehicles, inclusive of the drivers time.

E24.5 Mark-Ups

E24.5.1 Mark-up on materials, spare parts, plant and equipment

- A maximum mark-up on the supplier’s nett invoiced value, before the addition of VAT of materials and spare parts is allowed.
- The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment.

1. R0.00 to R299 999.99
Mark-up @ 20%

2. R300 000.00 to R500 000.00
First R300 000.00 @ 20%

Balance @ 15%

3. R500 000.00 plus

First R300 000.00 @ 20%

Second R200 000.00 @ 15%

Balance @ 13%

Note: Mark-up may not be added to the cost of proprietary items for which the service provider is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the service provider's mark-up.

E24.5.2 Mark-up on hired transport

A maximum mark-up of 10% on the supplier's nett invoiced value, before addition of VAT, on hired transport is allowed.

E24.5.3 Mark-up on sub-contract services

- Work performed for a service provider by a third party (specialist sub-contractor) on site shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%.
- Work performed for a service provider by a third party (specialist sub-contractor) at the specialist sub-contractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

- 24.6 Where a project has been awarded at the prescribed rates, applicable at the time of acceptance of a quotation, the applicable rates will be utilized for the entire contract period of such project, no adjustments of such rates will be entertained although there may be annual (or other) adjustment in the contract rates and tariffs.

E25. AUTHORITY TO DO SWITCHING ON ELECTRICAL SWITCHGEAR

No switching of live electrical switchgear shall be done by an unauthorized person. The following persons are authorized to do switching on live electrical switchgear:

- a) **Low voltage switchgear (1000V and lower)**
Accredited Installation Electrician

b) High voltage switchgear (1000V and higher)

Accredited Installation Electrician who successfully completed an acceptable high voltage switching course at an approved authority such as ESKOM or MUNICIPAL ELECTRICITY CORPORATION. The installation electrician shall in any event be appointed in writing by the EMPLOYER to do high voltage switching upon proof of his competency. The appointment shall clearly state the voltage, type of switchgear and specific installation/areas which he/she is authorized to do switching on.

E26. SCHEDULE OF RATES AND TARIFFS

- Labour
- Subsistence
- Transport
- Mark ups

ANNEXURES

INDEX

- A1 List of Approved Service Providers, Approved Tender Items (Service Types)

 And

 Summary of Approved Service Providers Per Service Type

- A2 Schedule of Rates, Tariffs and Mark Ups

- A3 Schedule of Plant and Equipment (Service Types) to be Maintained and Tender Item
 Numbers

- A4 List of Standard Documents

- A5 List of Standard Preventive Maintenance Service Schedules

ANNEXURE A1

LIST OF APPROVED LOCAL SUB-CONTRACTORS (Outside of the entity or Consortium)

Approved Service Providers as at 09 March 2015

Approved Service Providers Per Service Type as at 09 March 2015

[illegible]

ANNEXURE A2

SCHEDULE OF RATES, TARIFFS AND MARK UPS

ANNEXURE A2

SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTENCE

32.1	Labour Rates (Excluding VAT)	Rates		
ITEM	DESCRIPTION	NORMAL RATE TIME	OVER TIME x 1.5	OVERTIME x 2
B32				
32.1.1	Artisan/technician Plumber/etc rate per hour, normal time (excluding labourer)			
32.1.2	Apprentice plumber/etc ate per hour (normal time excluding labourer)			
i)	First year			
ii)	Second year			
iii)	Third year			
iv)	Fourth year			
32.1.3	Semi-skilled plumber/etc. rate per hour (excluding labourer)			
32.1.4	Unskilled rate per hour (additional labour only)			
32.2	Subsistence Rates (Excluding VAT)			
ITEM	DESCRIPTION	RATE		
32.2.1	Artisan/technician/coded welder/apprentice: semi-skilled and unskilled			

SCHEDULE OF RATES AND TARIFFS: TRANSPORT AND DELIVERY

33.1	Transport Tariffs (Excluding VAT)					
ITEM B33	SERVICE PROVIDED	RATE 1 VEHICLE @ DOT TARIFF R/km		RATE 2 SERVICE PROVIDERS TIME @ 80km/hr	RATE 3 VEHICLE + SERVICE PROVIDER = RATE/km Excluding VAT	
33.1.1	Transport tariff per kilometre travelled – Sedans, LDV’s and Vans including travelling time of 1 x artisan or coded welded and assistant	Petrol	Diesel		Petrol	Diesel
i)	Normal time					
ii)	Normal time x 1.5					
iii)	Normal time x 2					
33.1.2	Transport tariff per kilometre travelled Sedans and LDV’s including travelling time for 1 x driver (semi-skilled)					
33.1.3	Transport Tariffs Per Kilometre For Other Delivery Vehicles. (Including driver’s time) Excluding VAT					
ITEM	VEHICLE SIZE			RATE PER KILOMETRE Excluding VAT		
i)	2.5 tonne					
ii)	3 tonne					
iii)	5 tonne					
iv)	7 tonne					
v)	10 tonne					

SCHEDULE OF RATES, TARIFFS: MARK UPS (Continued)

ITEM	DESCRIPTION
B31	
31.5	MARK UPS
31.5.1	Mark up on materials, spare parts, plant and equipment
	<ul style="list-style-type: none"> A maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed. The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment. <ol style="list-style-type: none"> R0.00 to R299 999.99 Mark up @ 20% R300 000.00 to R500 000.00 First R300 000.00 @ 20% Balance @ 15% R500 000.00 plus First R300 000.00 @ 20% Second R200 000.00 @ 15% Balance @ 13% <p>Note: Mark up may not be added to the cost of proprietary items for which the service provider is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the service provider's mark up.</p>
31.5.2	<p>Mark up on hired transport</p> <p>A maximum mark up of 10% on the supplier's nett invoiced value, before addition of VAT, on hired transport is allowed.</p>
31.5.3	<p>Mark up on sub-contract services</p> <ul style="list-style-type: none"> Work performed for a service provider by a third party (sub-contractor) <u>on site</u> shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%. Work performed for a service provider by a third party (sub-contractor) at the sub-contractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

ANNEXURE A3

SCHEDULE OF INSTALLATIONS SERVICE TYPES

ANNEXURE A3

SCHEDULE OF INSTALLATIONS SERVICE TYPES

33.1	SERVICE ITEM	
	WATER	
	Water Pump Station	Service/Repair/Replace/Upgrade
	Reservoirs	Service/Repair/Replace/Upgrade
	Pressure vessels	Service/Repair/Replace/Upgrade
	Elbow Action Taps	Service/Repair/Replace/Upgrade
	Valves	Service/Repair/Replace/Upgrade
	Hydrants	Service/Repair/Replace/Upgrade
	Pressure Pipes	Service/Repair/Replace/Upgrade
	Sewer	
	Water Pump Station	Service/Repair/Replace/Upgrade
	Septic Tanks	Service/Repair/Replace/Upgrade
	Sewer Pipes	Service/Repair/Replace/Upgrade
	Sewer Treatment	Service/Repair/Replace/Upgrade
	Man-holes	Service/Repair/Replace/Upgrade
	Storm-water Drainage	
	Culverts and Head walls	Service/Repair/Replace/Upgrade
	Storm-water pipes	Service/Repair/Replace/Upgrade
	Catch-pits and Manholes	Service/Repair/Replace/Upgrade

ANNEXURE A4

A5 STANDARD PREVENTIVE MAINTENANCE SERVICE SCHEDULES

Note 1): A = Major Service B= Minor Service



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

PART F: SCHEDULE OF QUANTITIES

G1: PREAMBLE TO SCHEDULES OF QUANTITIES

1. The quantities indicated herein are provisional and do not necessarily indicate the actual amount of work to be done.
2. This Provisional Schedule of Quantities is to be read in conjunction with the General and Special Conditions of Contract, Specifications and Drawings which comprise the Contract Documents for this work.
3. Generally this Provisional Schedule of Quantities has been drawn up in accordance with the Standard Method of Measurement of Civil Engineering Quantities published by the South African Institution of Civil Engineers and the South African Federation of Civil Engineering Contractors.
4. The prices and rates to be inserted in the Provisional Schedule of Quantities are to be the full inclusive value of the work described under the several items including all costs and expenses which may be required in and for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents; where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the item or items provided for the purpose. The prices and rates are not to include VAT. Provision for VAT is made in the Summary Sheet and shall be recorded as a lump sum.
5. A price or rate is to be entered against each item in the Provisional Schedule of Quantities whether quantities are stated or not. Items against which no price is entered are to be considered as covered by the other rates or prices in the Schedule.

Unit prices to alternative materials must be priced. In cases where unit prices are considered too high, such prices may warrant rejection of a Tender.

6. Any special methods of measurement used are stated at the head of or in the text of the Provisional Schedule of Quantities for the trades and items affected. All other items are measured net, in accordance with the drawings and no allowance has been made for waste.

7. General directions and descriptions of work and material given in the Specification are not necessarily repeated in the Provisional Schedule of Quantities. Reference is to be made to the Specification for this information.
8. The reference RO in the quantity column indicates that a “rate only” is required in tariff column.

G2 BILL OF QUANTITIES

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General Conditions of Contract, Specification, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which, the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM

Signature of Tenderer _____

On behalf of _____

Date: _____

LIST OF PROPOSED SUB-CONTRACTORS FOR APPROVAL BY THE DoH

The Tenderer is required to list below the Sub-Contractors, if any, to be used in the construction of the Works.

Name of Sub-Contractor	Nature of Sub-Contract Works	Sub-Contract Value

Signature of Tenderer _____

On behalf of _____

Date: _____

SCHEDULE OF SIMILAR WORK

Name of Contract	Nature of Works and Date	Value	Name, Address & Phone No of Employer & Engineer

Signature of Tenderer _____

On behalf of _____

Date: _____

FORM OF OFFER



health

**Department:
Health
PROVINCE OF KWAZULU-NATAL**

Ladies/Gentlemen,

Having examined the Drawings, Conditions of Contract, Specification and Schedule of Quantities for the construction of the above named Works, I/We offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, General and Special Conditions of Contract, Specification and Schedule of Quantities, save as amended by the "Alterations by Tenderer" (if any) attached hereto, for the sum of

R _____

or such other sum as may be ascertained in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix hereto, adjusted in terms of the Contract.

If my/our Tender is accepted, I/We will, when required and within the time stipulated, provide a guarantee of a Bank or Insurance Company (to be approved by you) to be jointly and severally bound with me/us in the sum not exceeding 10% (ten per cent) of the above named sum, for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The Surety I/We propose is:

of _____

Unless and until a formal Agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding Contract between us.

A bank certified cheque in your favour for the sum of R50 and valid until the end of the period of the validity of Tenders is submitted herewith, which sum it is hereby agreed shall be forfeited as a penalty in the event of this Tender being withdrawn or in the event of the undersigned failing to take up the Contract or to provide an approved Surety when called upon to do so.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

Yours faithfully,

Signature _____

Duly authorised to sign on behalf of _____

Address _____

Date: _____

AGREEMENT

Contract No **P622**

THE AGREEMENT made between **INDEPENDENT DEVELOPMENT TRUST** (hereinafter called the "Employer") of the one part, and _____
of _____ (hereinafter called "The Contractor") of the other part

WHEREAS the Employer is desirous that certain Works should be constructed, viz., REHABILITATION OF SERVICES AND REINSTATEMENT OF OXIDATION PONDS and has accepted a Tender by the Contractor for the construction, completion and defects correction of such works.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to:
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a) The said Tender and Appendix:
 - b) The General and Special Conditions of Contract:
 - c) The Specification:
 - d) The priced Schedule of Quantities:
 - e) The Drawings:
 - f) The Letter of Acceptance
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor covenants with the Employer to construct complete and remedy any defects in the Works in conformity in all respects with the provisions of the Contract:

4. The Employer hereby covenants to pay to the Contractor in consideration of the construction completion and defects correction of the Works the Contract Price at the times and in the manner prescribed by the Contract.

Signed in the presence of the subscribing witnesses:

ATfor and on behalf of the Employer

on this day of 20

As Witnesses:

1. Signature

2. Capacity

Atfor and on behalf of the Contractor

on this day of 20

As Witnesses:

1. Signature

2. Capacity

NOTE: The Agreement form must carry a Revenue Stamp

DEED OF SURETYSHIP

Contract No

WHEREAS **KZN DEPARTMENT OF HEALTH**

(hereinafter referred to as "the Employer") entered into, on the day of, a

Contract with

(hereinafter called "the Contractor") **Turnkey services for ground water source development (Planning, Design, Geo-hydrological studies, Siting, Drilling, Testing and Equipping, preventative and corrective maintenance of boreholes) together with associated water reticulation to health care facilities in Kwa-Zulu Natal province.**

AND WHEREAS it is provided by such Contract that the Contractor shall provided the Employer with security by way of Suretyship of the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS

has/have at the request of the Contractor, agreed to give such security:

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Sureties and co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be reduced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangements with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of

..... (R

5. We hereby choose domicillium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us aton this

..... day of20

As witnesses:

1: Signature

2: Duly authorised to sign
on behalf of

Address

.....

.....

DISCLOSURE FORM
(To be completed in ink not pencil)

1. All the information requested must be provided. (If more space is required, additional sheets may be attached.)

2. If the tender is submitted by a partnership/joint venture then a copy of the joint venture agreement must be submitted with the tender. In order to demonstrate the HDI partner's share in the ownership and control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include details relating to:
 - i) the contributions of capital and equipment

 - ii) work items to be performed by the HDI's own forces.

 - iii) Work items to be performed under the supervision of the HDI partner

 - iv) The commitment of management, supervisory and operative personnel employed by the HDI in the performance of the Contract.

- 2.2 If the tender is submitted by an agent then documentation substantiating such appointment must be submitted with the tender.

3. **TENDERER'S PARTICULARS**

- a) Name: _____

- b) Postal address: _____

c) Physical address: _____

d) Telephone: _____

e) Fax: _____

f) CONTACT PERSON: _____

g) INCOME TAX NO.: _____

h) VAT REGISTRATION NO. : _____

i) COMPANY REGISTRATION NO. : _____

TOTAL NUMBER OF YEARS : _____

FIRM HAS BEEN IN BUSINESS

4. IDENTITY OF EACH NON-HDI JOINT VENTURE PARTNER (IF APPLICABLE)

4.1 a) Name: _____

b) Postal address: _____

c) Physical address: _____

d) Telephone: _____

e) Fax: _____

f) CONTACT PERSON: _____

g) INCOME TAX NO.: _____

h) VAT REGISTRATION NO. : _____

i) COMPANY REGISTRATION NO. : _____

TOTAL NUMBER OF YEARS : _____

FIRM HAS BEEN IN BUSINESS

- 4.2 a) Name: _____
- b) Postal address: _____

- c) Physical address: _____

- d) Telephone: _____
- e) Fax: _____
- f) CONTACT PERSON: _____
- g) INCOME TAX NO.: _____
- h) VAT REGISTRATION NO. : _____
- i) COMPANY REGISTRATION NO. : _____

TOTAL NUMBER OF YEARS : _____

FIRM HAS BEEN IN BUSINESS

5. IDENTITY OF EACH HDI JOINT VENTURE PARTNER (IF APPLICABLE)

5.1 a) Name: _____

b) Postal address: _____

c) Physical address: _____

d) Telephone: _____

e) Fax: _____

f) CONTACT PERSON: _____

g) INCOME TAX NO.: _____

h) VAT REGISTRATION NO. : _____

i) COMPANY REGISTRATION NO. : _____

TOTAL NUMBER OF YEARS : _____

FIRM HAS BEEN IN BUSINESS

5.2 a) Name: _____

b) Postal address: _____

c) Physical address: _____

d) Telephone: _____

e) Fax: _____

f) CONTACT PERSON: _____

g) INCOME TAX NO.: _____

h) VAT REGISTRATION NO. : _____

i) COMPANY REGISTRATION NO. : _____

TOTAL NUMBER OF YEARS : _____

FIRM HAS BEEN IN BUSINESS

6. DESCRIPTION OF THE ROLE OF THE HDI FIRM OR PARTNER IN THIS CONTRACT

(Give details of the work to be performed)

DESCRIPTION OF THE ROLE OF NON-HDI FIRM OR PARTNER ON THIS CONTRACT

(Give details of the work to be performed)

7. OWNERSHIP OF THE JOINT VENTURE (IF APPLICABLE)

- a) HDI ownership percentage(s)%
Non HDI ownership percentage(s)%

- b) HDI percentages in respect of:

- c) Profit and loss sharing%
Initial capital contribution in Rands

.....
.....
.....

- d) Anticipated on-going capital contributions in Rands

.....
.....
.....

8. EMPLOYEES

State the number of employees employed per category:

	H.D.I.	NON - H.D.I.
Executive		
Managerial		
Clerical		
Technical		
Skilled		
Semi-Skilled		
Unskilled		

I agree to provide the Employer with complete and accurate information regarding actual Joint Venture work, the payment therefore, any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, contract accounts and general accounts, and/or those of each partner to the Joint Venture, by duly authorised representatives of the Employer for the purpose of establishing or confirming compliance with all tender conditions. (Applicable to joint ventures and partnerships)

I agree to provide the Employer with complete and accurate information regarding actual work and the payment therefore, any proposed changes in any provisions of the structure of the tenderer, and to permit the audit and examination of the books, records and files of the contract account and general accounts, and those of each partner to the tenderer, by duly authorised representatives of the Employer for the purpose of establishing or confirming compliance with all tender conditions.

I, the undersigned warrant that I am duly authorised to sign this Form and affirm that the foregoing statements are correct and include all material information necessary to identify the participation of each partner in the undertaking.

Signature

Duly authorised to sign on behalf of

.....

(Full name of the tenderer or official company stamp)

Name

(Please Print)

Date