

**GAUTENG PROVINCE**

**INFRASTRUCTURE DEVELOPMENT**

REPUBLIC OF SOUTH AFRICA

**TENDER NO: 16/09/2021**

**PROCUREMENT DOCUMENTS**

**FOR**

**Renovations of the Chemolab at Dr George Mukhari  
Academic hospital**

**ISSUED BY:**

Department of Infrastructure Development  
Chief Directorate Maintenance  
Private Bag X83  
Marshalltown  
2107

**NAME OF TENDERING ENTITY:** .....

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:** R .....



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)					
BID NUMBER:	DID16/09/2021	CLOSING DATE:	03-Nov-21	CLOSING TIME:	11:00 AM
DESCRIPTION	RENOVATIONS OF THE CHEMOLAB AT DR GEORGE MUKHARI ACADEMIC HOSPITAL				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

The Department of Infrastructure Development, Tender box, Corner House Building, Corner Commissioner & Sauer Street, Marshalltown

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

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COIDA REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes <input type="checkbox"/>
	No <input type="checkbox"/>				No <input type="checkbox"/>
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A SWORN AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		NAME:			

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PERSON	Tawanda Taruvinga
CONTACT PERSON	Siya Khumalo	TELEPHONE NUMBER	*0769450942
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:siya.khumalo@gauteng.gov.za">siya.khumalo@gauteng.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:tawanda.taruvinga@gauteng.gov.za">tawanda.taruvinga@gauteng.gov.za</a>

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES		NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TERMS AND CONDITIONS FOR BIDDING	
<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."	

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



# INVITATION TO TENDER

Short description of requirements:	Renovations of the Chemolab at Dr George Mukhari Academic hospital
Tender number:	DID16/09/2021
Tender documents available from: 08 October 2021	<p>e-Tender publication portal of GPG e-tender portal and on national Treasury temporal portal:</p> <p><a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a></p> <p><a href="https://etenders.treasury.gov.za">https://etenders.treasury.gov.za</a></p>
Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders cost.
Closing date:	03 Nov 2021
Closing time:	11:00AM
Address for submission of tenders:	<p>Department of Infrastructure Development (GDID Tender Box)</p> <p>Corner House Building,</p> <p>Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown</p> <p>Johannesburg</p>
Evaluation Steps	<p>1) Pre-qualification criteria</p> <p>2) Mandatory and Administration requirements</p> <p>3) Functionality</p> <p>4) Price and Preference Point System</p>
<p><b>Non-Compulsory pre-bid meeting/online meeting</b> (bidders must register their company details when joining the meeting) <b>any addendums, changes or additions in this project during the advert stage will be published in the GPG e-tender portal (<a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a>) &amp; national treasury e-tender portal. Therefore, bidders should visit or check these sites on daily basis"</b></p>	Details of the Non-compulsory pre-bid meeting/meeting is indicated below.
	Meeting link: <a href="https://teams.microsoft.com/join/10D_A4bAMW/08RH-ncD9rw_owA9f9dWKKYagmHLDDGO_5EXSb7F7PRLG-B0ucYbUHVIA_hu2EM3Dd10uP_RJLwvV5Xw_UbcTtaQNEqGkuZLztl0-ewTBKSpPbOUCJPPNITTAQspTmode-read@tenderid-c0837488-c08-4532-90F3-411e6d0d1ef">https://teams.microsoft.com/join/10D_A4bAMW/08RH-ncD9rw_owA9f9dWKKYagmHLDDGO_5EXSb7F7PRLG-B0ucYbUHVIA_hu2EM3Dd10uP_RJLwvV5Xw_UbcTtaQNEqGkuZLztl0-ewTBKSpPbOUCJPPNITTAQspTmode-read@tenderid-c0837488-c08-4532-90F3-411e6d0d1ef</a>
	Date of meeting: 15 October 2021
	Time of meeting: 10:00AM
	Dedicated site viewing dates 18 & 19 October 2021 to reserve the space contact Mr. Tawanda.Taruvinga on 0769450942 / Tawanda.Taruvinga@gauteng.gov.za
	<b>Precautionary measures during viewing:</b>
	<ul style="list-style-type: none"> <li>No access to meeting without wearing face mask</li> <li>Sanitization and testing of temperature will be compulsory</li> <li>Social distancing of at least 1.5 meters should be maintained</li> </ul>
	<b>The representative attending the non-compulsory pre-bid meeting briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium</b>
Stipulated Pre-qualification criteria: the tenderers that fail to meet the stated prequalification will be disqualified	<p>Only those tenderers meeting the stipulated pre-qualification criteria stipulated below will be evaluated:</p> <p>Only tenderers having a B-BBEE status level contribution of 1 to 4 will be considered for evaluation.</p> <p>Therefore, bidders must submit a valid B-BBEE certificate issued by a SANAS Accredited Agency or a valid sworn affidavit with the bid document. NB! Sworn affidavit must be signed by deponent and attested by a Commissioner of Oaths. A consortium or JV (Including Unincorporated consortia and joint venture) must submit a valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for a consortium or JV.</p>

**B-BBEE Requirements:**

1. A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a sworn affidavit.
  2. A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
  3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTIC or the CIPC format or in a similar format and must be valid.
  4. Bidders who do NOT qualify as EME's and QSE's as outlined in 1 and 2 above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
  - 5 A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid.
  6. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
  7. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- Bidders who fail to submit a valid B-BBEE Certificate or Sworn Affidavit will be regarded as non-responsive bidders and be disqualified. Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972.

<b>MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS</b> <i>(Failure to submit / meet or comply with the following requirements constitute automatically disqualification of tender offer)</i>	Only Tenderers having a Valid CIDB Grade 4ME or higher will be considered for Evaluation. (CIDB Certificates or CRS Numbers must be provided).	
	Submission of completed and signed Form of Offer and Acceptance.	
	Local production and content threshold requirements: (failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification). Bidders must comply with the stipulated local content thresholds failing which will lead to disqualification. The industries, sectors and sub-sectors designated for local production with minimum local content thresholds, can be obtained / downloaded from the following DTIC website, including Local Content Declaration Templates (Annex C, D and E): <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/</a>	
	<b>Item</b>	<b>Local Content Threshold</b>
	Electrical Cable Products	<b>90%</b>
	Any other local production and content threshold requirements applicable to this project as designated on the DTIC website above.	
	Submission of completed and signed SBD forms (SBD 1, SBD 3,1, SBD 4, SBD 6.1, SBD 8 and SBD 9)	
	Submission of valid COIDA certificates or a letter of good standing	
	Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium. (The joint venture / consortia agreement must specify the percentage (%) split between the parties and portion/s of work to be shared).	

Other Administrative Requirements
Submission of the proof of registration with CSD (CSD registration number (MAAA number or CSD summary registration report)
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
Submission of company registration documents (Founding Statement – CK1 or Certificate of Incorporation – CM1, etc).
Submission of audited / unaudited annual financial statement or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months.
Submission of certified copies of the Identity Document for members / directors / shareholders or owners

<b>Applicable Functionality Criteria:</b> Failure to meet the prescribed minimum functionality of 70 points will result in automatic disqualification	This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference.  <b>Bidders must obtain a minimum of 70 points to be considered for further evaluation (price and preference) Total Functionality: 100 points.</b>	
	<b>Functionality Criteria:</b>	
	Company Experience Key Staff Project Plan	<b>30 points</b> <b>40 points</b> <b>30 points</b>

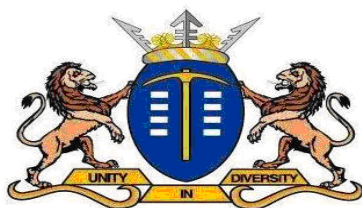
<b>Applicable PPPFA Price and Preference Point System:</b>	<b>80/20</b>
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<b>Work Packages Feasible for subcontracting</b>	General Building construction works, civil works, electrical work
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<b>Tender enquiries:</b>	<a href="#">Tawanda Taruvinga</a>
	<a href="mailto:tawanda.taruvinga@gauteng.gov.za">tawanda.taruvinga@gauteng.gov.za</a>

<b>Enquiries general:</b>	Siyabonga Khumalo
	<a href="mailto:siya.khumalo@gauteng.gov.za">siya.khumalo@gauteng.gov.za</a>
<b>Last date for accepting queries is</b>	7 days before closing date

<u>Note to tenderers:</u>  This tender is subject to the NEC 3 Option B and Special Conditions of Contract the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2017.	
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**TENDER NO. DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

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**TENDER NO.** DID16/09/2021

## **Part T1.1 Tender Notice and Invitation to Tender**

### **Renovations of the Chemolab at Dr George Mukhari Academic hospital**

The contract period is 20 weeks from the date of site hand over.

It is estimated that tenderers should have a CIDB contractor grading designation of 4ME or higher.

Only tenderers having a B-BBEE status level contribution of 1 to 4 will be considered for evaluation. Therefore, bidders must submit a valid B-BBEE certificate issued by a SANAS Accredited Agency or a valid sworn affidavit with the bid document. NB! Sworn affidavit must be signed by deponent and attested by a Commissioner of Oath, (A consortium or JV (Including Unincorporated consortia and joint venture) must submit a valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for a consortium or JV ).

The physical address for submission of tender documents is:

Gauteng Department of Infrastructure Development (Tender Box)  
Ground Floor, Corner House Building  
63 Commissioner Street, Marshalltown, Johannesburg  
Marshalltown  
Johannesburg

Tender documents are only be available on GPG e-tender portal on: <http://e-tenders.gauteng.gov.za> and National Treasury e-Tender Portal <https://etenders.treasury.gov.za/> . Therefore, bidders must download and print tender documents at their own cost.

Tender documents will be available from 08 October 2021. NB! The department does not issue excel BOQ to bidders. Therefore, any request for an excel BOQ will not be entertained

A non-compulsory clarification meeting with representatives of the Employer will take place online, join the meeting by clicking the below link:

[https://teams.microsoft.com/join/registration/iXQ\\_AAAbAMkWQ89HrcDRrw.owA9ff9dWkKYagntHLDDGQ.5EXSb7FrRkGBbdcYbUhVA.Ib2EM3Dq10uRJkLvveV5Xw.iJpcTlaQNEqeGXuZLzt9w.7BK50PhOpUOJPPAjTTAOeg?mode=read&tenantId=003f7489-c006-4532-90f3-d1feadc0d1af](https://teams.microsoft.com/join/registration/iXQ_AAAbAMkWQ89HrcDRrw.owA9ff9dWkKYagntHLDDGQ.5EXSb7FrRkGBbdcYbUhVA.Ib2EM3Dq10uRJkLvveV5Xw.iJpcTlaQNEqeGXuZLzt9w.7BK50PhOpUOJPPAjTTAOeg?mode=read&tenantId=003f7489-c006-4532-90f3-d1feadc0d1af)

on 15 October 2021 at 10.00 AM.

The closing time and date for receipt of tenders is 11:00AM on the 03 November 2021.

Enquiries: Technical enquires: [tawanda.taruvinga@gauteng.gov.za](mailto:tawanda.taruvinga@gauteng.gov.za) and for General enquires: [siya.khumalo@gauteng.gov.za](mailto:siya.khumalo@gauteng.gov.za)

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





**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works of August 2019 and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The additional conditions of tender are:**

### **C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;  
can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and
- b) technical competence, financial resources, equipment and other physical facilities, managerial, capability, reliability, experience and reputation, expertise and personnel, to perform the contract;
- c) has a legal capacity to enter into a contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his or her affairs administered by a court or a judiciary officer, has suspended his or her business activities or is subject to legal proceedings in respect of any foregoing;
- e) complies with legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest

Clause number	Tender Data
C.1.1	The employer is the Department of Infrastructure Development Chief Directorate: Maintenance of the Gauteng Provincial Government
C.1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions C2.2 - Activity Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Information</p>
C1.4	<p>The employer's Agent is :</p> <p>Name: Mr. Tawanda Taruvinga Address: 4th Floor Impophoma House, 18 Rissik Street, Johannesburg Tel: 011 891 6999 or 076 945 0942 Fax: E-mail: <a href="mailto:Tawanda.Taruvinga@gauteng.gov.za">Tawanda.Taruvinga@gauteng.gov.za</a></p>
C.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the general requirements for Deliverable B1 of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts are eligible to submit tenders.

C.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3ME class or higher of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>

C.2.7	<p>The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must complete their company information when joining the meeting in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
C.2.13.5 C.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Corner House Building</p> <p><b>Physical address:</b> 63 Commissioner Street, Marshalltown, Johannesburg</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>

C.2.13.6 C.3.5	A two-envelope procedure will not be followed
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.15	Telegraphic, telephonic, telex, facsimile or electronic tender offers will not be accepted.
C.2.16	The tender offer validity period is 90 days

C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.																								
C.2.19	Access shall be provided for the following inspections, tests and analysis: .....																								
C.2.20	The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document																								
C.2.23	The tenderer is required to submit with his tender a tax compliance status pin that would grant third party access to bidder's tax compliance status. The pin is issued by the South African Revenue Services																								
C.3.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs																								
C 3.11	<p>The evaluation process is in accordance with Preferential Procurement Regulation 6.</p> <p>The Department will apply the 80/20 preference point system in accordance with Preferential Procurement Regulation 6 of 2017</p> <table border="1"> <tr> <td>(a) Financial offer</td><td>80 points</td></tr> <tr> <td>(b) Preference</td><td>20 points</td></tr> </table> <table border="1"> <thead> <tr> <th>B-BBEE status level of contributor</th><th>Number of points (80/20system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes</p> $\text{Points Scored (Ps)} = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Price of bid under consideration</p>	(a) Financial offer	80 points	(b) Preference	20 points	B-BBEE status level of contributor	Number of points (80/20system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
(a) Financial offer	80 points																								
(b) Preference	20 points																								
B-BBEE status level of contributor	Number of points (80/20system)																								
1	20																								
2	18																								
3	14																								
4	12																								
5	8																								
6	6																								
7	4																								
8	2																								
Non-compliant contributor	0																								

Pmin = Price of lowest acceptable bid

F.3.11.3

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria		Maximum number of points
<b>1. COMPANY EXPERIENCE</b> Demonstrate a proven capacity and capability to complete works of similar nature (Mechanical work, specialising in HVAC, involving biological safety cabinets). (proof of completion certificate should be on the letter head of the client)		30 points
5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	30 points	
4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	24 points	
3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	18 points	
2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	12 points	
1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	6 points	
No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients letter head	0 point	
<b>2. KEY STAFF : QUALIFICATIONS AND EXPERIENCE</b>  Key staff (assigned personnel) in relation to the scope of Mechanical work, specialising in HVAC, involving biological safety cabinets. Attach CV's, copies of qualifications and professional registration (PR). (The department will verify whether the memberships of the submitted professionals are active, inactive memberships will not be accepted)		40 points
Key Staff refers to the following:		
• 1 HVAC Mechanical Engineer: Professionally Registered as Engineer with ECSA and must have at-least 3 years' experience post registration	15 points	
• 1 Installation / Master Electrician: with valid wireman's license and must have at-least 3 years' experience post qualification	10 points	
· certificated person with National Sanitation Foundation (NSF)	5 points	
· 1 Professionally registered Health and Safety Officer – Certified Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) with at-least 3 years' experience as a health and safety officer	10 points	
NB! A key staff member who does not meet the above stated requirements will score zero points. Submit Certified copies of qualifications should not be older than 6 months, failure to submit certified copies will lead to forfeiture of points.		

**The following items specified in the tender documents must be adhered to the minimum threshold for local production and content requirements**



**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part T2.1 List of Returnable Documents**

### **1 Returnable Schedules required for tender evaluation purposes (Mandatory)**

The tenderer must complete the following returnable schedules as relevant:

- Only tenderers having a valid CIDB grade 4 ME or Higher will be considered for evaluation (CIDB certificate or CRS number must be provided)  
  
Only tenderers having a B-BBEE status level contribution of 1 to 4 will be considered for evaluation. Therefore, bidders must submit a valid B-BBEE certificate issued by a SANAS Accredited Agency or a valid sworn affidavit with the bid document. NB!
- Sworn affidavit must be signed by deponent and attested by a Commissioner of Oath, (A consortium or JV (Including Unincorporated consortia and joint venture) must submit a valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for a consortium or JV ).
- Submission of completed form of offer and acceptance  
  
"Local production and content threshold requirements: (failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification). Bidders must comply with the stipulated local content thresholds failing which will lead to disqualification. The industries, sectors and sub-sectors designated for local production with minimum local content thresholds, can be obtained / downloaded from the following DTI website, including Local Content Declaration Templates (Annex C, D and E):  
<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>
- Invitation to bid (SBD 1)
- Pricing schedule for firm prices (SBD 3.1)
- Declaration of interest (SBD 4)
- Preference points claim form (SBD6.1)
- Declaration of bidder's past supply chain management practices (SBD 8)
- Certificate of Independent Bid Determination (SBD 9)

- Joint venture agreement or consortia agreement in case of joint venture / consortium

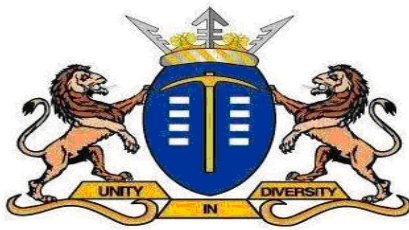
## **2 Other documents required for tender evaluation purposes**

The tenderer must complete the following returnable documents

- Submit proof of registration with CSD (CSD report or MAAA number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
- Submit company registration documents (founding statement -CK, Certificate of incorporation CM1, etc)
- Submit certified copies of Identity documents for members / directors / shareholders or owners
- Audited/Unaudited Annual Financial Statements / annual management accounts or a letter confirming the financials for a period of 12 months (depending on the nature of the business and must not be older than 18 months)

## **3 Returnable Schedules that will be incorporated into the contract**





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**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

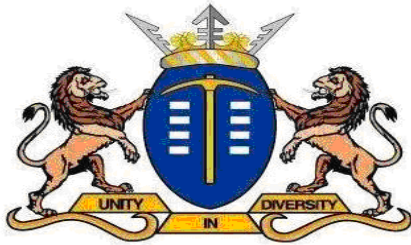
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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**Record of Addenda to tender documents**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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**Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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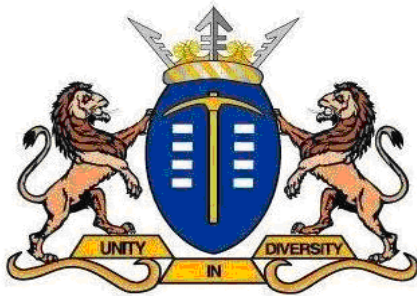
**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Certificate of Authority for Joint Ventures / Consortia**

This Returnable Schedule is to be completed by joint ventures / consortia.

<p>.....</p> <p>....., authorised signatory of the company .....</p> <p>....., acting in the capacity of lead partner,</p> <p>to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.</p>		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner   CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....
CIDB registration number: .....		Signature ..... Name ..... Designation .....



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TENDER NO. DID16/09/2021

Renovations of the Chemolab at Dr George Mukhari Academic hospital

## Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

Attach additional pages if more space is required

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Enterprise name \_\_\_\_\_



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**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## Schedule of recently completed and current contracts

List not more than seven contracts completed in the last ten years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

\*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.



## List all current contracts not complete at the time

Project		Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion
			Name	Tel				
1								
2								
3								
4								
5								
6								
7								
9								
10								

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**TENDER:** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Schedule of Plant and Equipment**

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Detail

Quantity (owned or leased)	Description, size, capacity, etc.

Attach additional pages if more space is required

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable

Quantity (hired)	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



TENDER: DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital****Evaluation Schedule: Tenderer's Experience**

Demonstrate a proven capacity and capability to complete works of similar nature (Mechanical work, specialising in HVAC, involving biological safety cabinets). (proof of completion certificate should be on the letter head of the client)	Points allocation fo sub criteria	Total Points
5 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	30	<b>30 Points</b>
4 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	24	
3 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	18	
2 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	12	
1 completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients Letter	6	
No completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the project or reference letters of previously completed projects on clients letter head	0	

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



TENDER: DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital****Evaluation Schedule: Experience of Key Staff****2. KEY STAFF : QUALIFICATIONS AND EXPERIENCE**

Key staff (assigned personnel) in relation to the scope of Mechanical work, specialising in HVAC, involving biological safety cabinets. Attach CV's, copies of qualifications and professional registration (PR). (The department will verify whether the memberships of the submitted professionals are active, inactive memberships will not be accepted)

Key Staff refers to the following:

• 1 HVAC Mechanical Engineer: Professionally Registered as Engineer with ECSA and must have at-least 3 years' experience post registration	15 points
• 1 Installation / Master Electrician: with valid wireman's license and must have at-least 3 years' experience post qualification	10 points
• certificated person with National Sanitation Foundation (NSF)	5 points
• 1 Professionally registered Health and Safety Officer – Certified Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) with at-least 3 years' experience as a health and safety officer	10 points

40 points

NB! A key staff member who does not meet the above stated requirements will be scored zero point. Submit Certified copies of qualifications should not be older than 6 months, failure to submit certified copies will lead to forfeiture of points

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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TENDER: DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Evaluation Schedule: Project Plan**

3. PROJECT PLAN	Project plan with realistic time frames, Key tasks, clear critical path, Sub tasks, Distribution of resources with project duration of 20 weeks or less. <b>NB! The Project Plan should align to the bills of quantities and construction drawings.</b>	Total Points
<p><b>Comprehensive - all inclusive</b> (It outlines all the tasks, provide the correct sequence of events, all elements/activities are in line with construction phases as listed in the Contract Data/ Activity schedule)</p> <p>a project plan that exceed 20 weeks will forfeit all points on project plan</p>	<b>Key tasks and sub-tasks</b>	<b>10 points</b>
	Project plan outlines all the activities in accordance with the phases of the BOQ (activity schedule)	10
	Project plan outlines only some of the activities in accordance with the phases of the BOQ (activity schedule)	5
	<b>Distribution of resource</b>	<b>5 points</b>
	Appropriate resources allocated to each activity of the project plan above	5
	Resource allocation not specified for each activity of the project plan above	0
	<b>Critical Path</b>	<b>5 points</b>
	Gant Chart demonstrating the risk mitigation measures from one phase to the next	5
	No Gant Chart provided. Gant Chart omitting some phases	0
	<b>Project plan aligned to project duration</b>	<b>10 points</b>
	Project plan demonstrating completion within less than the stipulated 20 weeks	10
	Project plan demonstrating completion in the stipulated 20 weeks	5
	No project plan attached or project plan exceeding 20 weeks	0
		<b>30 Points</b>

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

### Tender Evaluation Schedule

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

**Tendered total of the Prices** (from summary to Bill of Quantities)

R .....

#### Part A: Assessing the impact of the tendered data associated with compensation events

Employer's percentage estimate of the difference between tender and outturn cost, excluding percentage additions

= ..... %

Estimated Rand difference between tender and outturn cost excluding percentage additions

= ① x v / 100 = R .....

Employer's estimates of contributors to the increases:

Element of the increase	Estimated percentage	Tendered percentages (from Part two of Contract Data)	Adjustment	
			Calculation	Amount (Rand)
People element of the increase		Percentage for people overheads .....	③ x column 2 / 100 x column 3 / 100	
Cost of Equipment ex published lists element		Percentage for adjustment for Equipment in the published lists .....		
Subcontracted element		Subcontracted fee percentage .....		
Direct cost element		Direct fee percentage .....		
<b>Subtotal 1 carried to summary</b>				

Employer's estimate of design costs outside the Working Areas:

Category of staff	Hours	Tendered rates (from Part two of Contract Data)	Total (Column 2 x column 3)
Professional engineer or professional engineering technologists		R	R
Technically qualified staff		R	R
Draughts person		R	R
<b>Subtotal for costs</b>			R
Adjustment for design overheads = Subtotal x percentage for design overheads tendered in Part two of the Contract Data (..... %) / 100			R
<b>Subtotal 2 carried to summary</b>			R

Employer's estimate of cost of other Equipment listed in the Contract Data

Description	Hours	Rate (R /hour)	Total
			R
			R
			R
			R
			R
			R
<b>Subtotal 3 carried to summary</b>			R

Subtotal 1

R

Subtotal 2

R

Subtotal 3

R

Additional amount to be added to tendered total of prices to take account of compensation events

R

**Part B: Assessing the impact of the tendered completion date**Tendered *completion date* (from Part two of the Contract Data)

..... weeks  
after the starting date

Employer's estimate of earliest *completion date*

..... weeks  
after the starting date

Employer's estimate of weekly costs relating to completion  
after estimated earliest *completion date*

R ..... / week

Additional amount to be added to tendered total of prices to take account of tendered *completion date*

= ( ④ ⑤ ) x ⑥ R .....

**Summary**

Tendered total of the Prices (from summary to Bill of Quantities) (①)

R

Additional amount to be added to tendered total of prices to take account of compensation events

R

Additional amount to be added to tendered total of prices to take account of tendered completion date

R

**Comparative offer** for tender evaluation purposes

R





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**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Certificate of attendance at clarification meeting (NOT COMPULSORY)**

This is to certify that

..... (Enterprise name)

of

.....

..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location)

On ..... (date), starting at ..... hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.

I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting

Name .....

Signature .....

Capacity .....

Name .....

Signature .....

Capacity .....

Attendance of the above person(s) at the meeting is confirmed by the Project Manager, namely

Name .....

Signature .....

Capacity .....

Date & Time.....



**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Tax Compliance Status PIN for Tenders**

The tenderer is to affix to this page:

A Tax Compliance Status PIN

Services (S.A.R.S.) in the Name of the Tendering Entity indicating the Trading Name.

**Note:**

No project will be awarded to a bidder whose tax matters are not in order, therefore bidders should provide a tax status PIN



**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Proof of Registration with the CIDB**

The tenderer is to affix to this page:

CIDB Certificates or CRS Numbers must be provided

**Notes:**

- 1 The Department will verify the validity of the certificate on the CIDB's website.
- 2 No contract will be awarded to a bidder whose CIDB status is not in order



**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**CSD Registration Report / MAAA CSD REGISTRATION NUMBER**

The tenderer is to affix to this page:

A valid CSD Registration Report or MAAA number

**Note:**

No contract will be awarded to bidder who is no registered with CSD



**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Audited/Unaudited Annual Financial Statements / management accounts or a letter confirming the financial position for a period of 12 months (depending on the nature of the business and must not be older than 18 months)**

The tenderer is to affix to this page:

Annual financial statements not older than eighteen (18) months

**Notes:**

1. failure to submit such statements may result in this tender not being further considered for the award of the contract.



**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Valid COIDA certificate or a letter of good standing**

The tenderer is to affix to this page:

COIDA and letter of good standing

**Notes:**

1. The department will verify the validity of the COIDA certificate or letter of good standing



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Form of Intent to Provide a Performance Bond**

Note: The **insurer** to be either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990).

- 1 With reference to the tender of .....  
(hereinafter referred to as the "**TENDERER**" for the project .....

**Renovation of the Chemolab at DR George Mukhari Academic Hospital (hereinafter referred to as the**

**CONTRACT**" for the Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng Provincial Government.

of the Gauteng Provincial Government, (hereinafter referred to as the "**EMPLOYER**" for the tender dated

..... (R ..... )

..... (in words)

- 2 I/We ..... and hereby representing  
.....

(hereinafter referred to as the "**INSURER**" advise that the "**INSURER**" undertakes to provide a

**Performance Bond** to the EMPLOYER to the Employer's format included in Part C1.3 of this document

within five (5) working days of the written acceptance by the employer of the contractor's tender offer.

Thus done and signed at ..... on

.....  
*Name of signatory* ..... *Capacity of authorised signatory*

.....  
*As witness* ..... *for and on behalf of the insurer who*  
*by signature hereof warrants* ..... *authorisation hereto*



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

**TENDER: DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

Contractors shall complete the following schedule of materials and equipment offered for verification by the Employer's Agent as being acceptable in terms of the specification applicable, before any such materials are procured for incorporation into the works. The contractor undertakes that the actual materials and equipment supplied installed shall be in accordance with this schedule for items that are approved.

Where items are not approved alternative items shall be presented that do meet the specifications. This process shall be repeated until all items are approved.

**SCHEDULE OF MATERIALS OFFERED**

ITEM	MATERIAL	Country of Origin	Is Material to Specification (Yes / No)	SABS Mark (Yes / No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
26				
27				
28				
29				
30				
31				
32				

**NB:** Only one manufacturer's name to be inserted for each item

ITEM	MATERIAL	Country of Origin	Is Material to Specification (Yes / No)	SABS Mark (Yes / No)
33				
34				
35				
36				
37				
38				
39				
40				







**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

TENDER

DID16/09/2021

Renovations of the Chemolab at Dr George Mukhari Academic hospital

## Schedule for Imported Materials and Equipment

Item	Material / Equipment	Rand (R) excluding Vat	Currency	Exchange Rate

Attach additional pages if more space is required

The Tenderer shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Project Manager within three (3) weeks of the starting date. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

## FORMULA FOR ADJUSTING IMPORTED MATERIAL/EQUIPMENT TO CURRENCY

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

- $A = V (Z - 1)^Y$   
 A = the amount (R) of adjustment  
 V = the net amount (supplier's quotation) (R) of the imported item (material or equipment)  
 Y = official exchange rate at the closing date of tender submission  
 Z = official exchange rate on the date of payment

.....  
Enterprise name.....  
Signature.....  
Date



TENDER: DID16/09/2021

Renovations of the Chemolab at Dr George Mukhari Academic hospital

**Particulars of the Electrical Contractor**

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

TENDER: DID16/09/2021

Renovations of the Chemolab at Dr George Mukhari Academic hospital

**Particulars of Specialist Contractor**

Signed	_____	Date	_____	Date
Name	_____	Position	_____	Position
Enterprise name	_____			



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

TENDER : DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Electrical / Mechanical / Security material and Equipment Schedules**

Item	Material	Make or Trade Name	Country of Origin
1	Distribution Boards		
2	Circuit breakers 1P, 2P, 3P		
3	On load isolators without trips		
4	Contactors 1P, 2P, 3P		
5	Earth leakage relays 1 & 3 phase		
6	Voltmeter		
7	Maximum demand ammeter		
8	Daylight sensitive switch		
9	Time switch		
10	Conduit		
11	Conduit boxes		
12	Power skirting		
13	Surface switches		
14	16A flush socket outlets		
15	16A surface socket outlets		
16	Lamps		
	Fluorescent Lamps		
	MB Lamps		
	HPS Lamps		
17	PVCA cable		
18	Cable trays		
19	Luminaires		
	Type A		
	Type B		
	Type C		
	Type D		
	Type E		

**Note:** Only one manufacturer's name to be inserted for each item

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time <b>TBC</b>	Closing date: <b>TBC</b>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- |   |  |                          |
|---|--|--------------------------|
| - | Required by:                                     |                          |
| - | At:  |                          |
| - | Brand and model                                  |                          |
| - | Country of origin                                |                          |
| - | Does the offer comply with the specification(s)? | *YES/NO                  |
| - | If not to specification, indicate deviation(s)   |                          |
| - | Period required for delivery                     |                          |
|   |  | *Delivery: Firm/not firm |
| - | Delivery basis                                   |                          |

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority 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 .....
  - 2.3 .....
  - 2.4 .....
  - 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

<sup>1</sup>"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.

<sup>2</sup>"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.

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

2.7.1 If so, furnish the following particulars:

Name 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:

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / 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

YES / NO

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?

2.9.1 If so, furnish particulars.

.....

.....

.....

.....

2.10

YES/NO

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?

2.10.1

If so, furnish particulars.

.....

.....

.....

.....

2.11

YES/NO

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?

2.11.1

If so, furnish particulars:

.....

.....

.....

.....

.....

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

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

**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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 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 below R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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 quotations, advertised competitive bidding processes or tenders;

(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

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Ps=80

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 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

### 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 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.

**7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor(s).....

.....

.....

.....

.....

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	
-----	--	----	--

v) 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 least 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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

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

8.8

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<b>Description of services, works or goods</b>	<b>Stipulated minimum threshold</b>
Electrical cable products	90%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

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

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity),  
the following:

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

(b)       I have satisfied myself that:

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

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

<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 1</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 2</b> _____	<b>DATE:</b> _____

## Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

Gauteng Department of Infrastructure Development

USD

EU

GBP

**Note:** VAT to be excluded from all calculations

## Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
				(C10-C11)		(C12-C13)	C14/C12
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

## Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C10xC16)	Annex D D18	Annex D
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content (C20-C21)

(C23) Total Imported content

(C24) Total local content (C22-C23)

(C25) Average local content % of tender (C24/C22)

Signature of tenderer from Annex B

signature \_\_\_\_\_

Date: \_\_\_\_\_

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

eng Department of Infrastructure Develop

USD

Note: VAT to be excluded from all calculations

EU  GBP

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
						(D11×D12)			(D13+D14+D15)		(D16×D17)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
						(D24×D25)			(D26+D27+D28)		(D29×D30)
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
						(D37×D38)			(D39+D40+D41)		(D42×D43)
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
					(D49×D50)	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	Gauteng Department of Infrastructure Development
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

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

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

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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	<p>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?</p> <p><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 bids<sup>1</sup> 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).<sup>2</sup> 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in 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: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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

.....

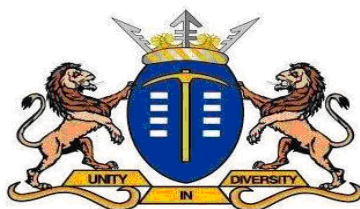
Date

.....

Position

.....

Name of Bidder



**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO. DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part C1.1 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

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

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

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

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

..... Rand (in words)  
R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....
<b>for the tenderer</b> .....	.....

Name and .....	
signature .....	
of witness .....	Date .....

## Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement)  
Part C2: Pricing Data  
Part C3: Scope of Work  
Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Project Manager (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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....

**for the  
Employer** Department of Infrastructure Development:  
Chief Directorate: Maintenance  
4th Floor Impopoma house  
18 Rissik Street  
Johannesburg

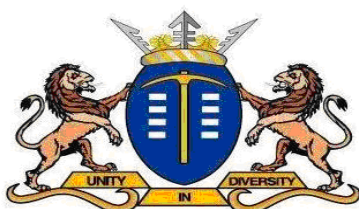
Name and signature of witness .....	Date .....
---	------------

## Schedule of Deviations

1	Subject	.....
	Details	.....
		.....
		.....
		.....
2	Subject	.....
	Details	.....
		.....
		.....
		.....
3	Subject	.....
	Details	.....
		.....
		.....
		.....
4	Subject	.....
	Details	.....
		.....
		.....
		.....
5	Subject	.....
	Details	.....
		.....
		.....
		.....

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

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



**TENDER NO. DID16/09/2021**

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part C1.2 Contract Data**

The Conditions of Contract are the NEC3 Engineering and Construction Contract - Option A: Priced contract with activity schedule (Third edition of June 2005 with amendments June 2006 - see [www.neccontract.com/useful\\_downloads/NEC\\_Amendments\\_June\\_2006.asp](http://www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp)) copies of which may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

### **Part one: Data provided by the *Employer***

<b>Clause</b>	<b>Statements / Data</b>
<b>1</b>	<b>General</b>
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, Priced contract with activity schedule, dispute resolution Option W1 and the following Secondary Option Clauses, indicated below, of the NEC3 Engineering and Construction Contract (June 2005 with amendments).</p> <p><b>Secondary Option Clauses</b></p> <p>X1 Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X5 Sectional Completion</p>



	<p>X7 Delay damages</p> <p>X13 Performance Bond</p> <p>X15 Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care</p> <p>X16 Retention</p> <p>X17 Low performance damages</p> <p>X18 Limitation of liability</p> <p>Z Additional conditions of contract</p>
10,1	<p>The <i>Employer</i> is The Department of Infrastructure Development: Chief Directorate Maintenance of the Gauteng Provincial Government</p> <p>Physical address: 4th Floor Impopoma house, 18 Rissik Street Johannesburg</p> <p>Postal address : Private Bag X83, Marshalltown, 2107</p> <p>Telephone:</p> <p>Facsimile:</p>
10,1	<p>The <i>Project Manager</i> is</p> <p>Name Mr. Tawanda Taruvinga</p> <p>Address 4th Floor Impophoma House, 18 Rissik Street Johannesburg</p>
10,1	<p>The <i>Supervisor</i> is</p> <p>Name Mr. Ntsako Ngonyama</p> <p>Address 4th Floor Impophoma House, 18 Rissik Street Johannesburg</p>

11.2(13)	<p>The works are .....</p> <p><i>Renovations of the Chemolab at Dr George Mukhari Academic hospital</i></p>
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p>

11.2(15)	The boundaries of the site are .....						
11.2(16)	The Site Information is in Part C4: Site Information						
11.2(19)	The Works Information is in Part C3: Scope of Work						
12,2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa						
13,1	The <i>language of this contract</i> is English						
13,3	The <i>period for reply</i> is two weeks						
<b>2</b>	<b>The Contractor's main responsibilities</b>						
	No data is required for this section of the <i>conditions of contract</i>						
<b>3</b>	<b>Time</b>						
11.2(3)	The <i>completion date</i> for the installation works is 20 weeks after the <i>starting date</i> .						
11.2(9)	<p>The <i>key dates</i> and the <i>conditions</i> to be met are:</p> <table> <tr> <th>Condition to be met</th><th>Key date</th></tr> <tr> <td>1 .....</td><td>.....</td></tr> <tr> <td>2 .....</td><td>.....</td></tr> </table>	Condition to be met	Key date	1 .....	.....	2 .....	.....
Condition to be met	Key date						
1 .....	.....						
2 .....	.....						
30,1	<p>The <i>access dates</i> are</p> <table> <tr> <td><b>Whole of the Site</b></td><td>Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan</td></tr> </table>	<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan				
<b>Whole of the Site</b>	Within two weeks of the Starting date subject to the Project Manager's approval of a suitable and sufficiently documented health and safety plan						

31,1	The Contractor is to submit a first programme for acceptance within two weeks of the Contract Date
31,2	<i>Starting date:</i> The contractor shall, within three weeks of the written acceptance by the employer of the contractor's tender offer, deliver an acceptable performance bond and provide proof of requested insurances to the employer after which the starting date will commence upon the contractor's receipt of one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance
32,2	The <i>Contractor</i> submits revised programmes at intervals no longer than one week.
35,1	The <i>Employer</i> is not willing to take over the works before the Completion Date.
<b>4</b>	<b>Testing and Defects</b>
40,5	The <i>defects date</i> is fifty-two weeks after completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is four weeks

<b>5</b>	<b>Payment</b>
50,1	The <i>assessment interval</i> is four weeks
51,1	The <i>currency of this contract</i> is the South African Rand
51,2	The period within which payments are made is within five weeks after the assessment date
51,4	The <i>interest rate</i> applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
<b>6</b>	<b>Compensation events</b>
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at a site nearest to that of the <i>site</i> and which are available from the South African Weather Service

<b>7</b>	<b>Title</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and insurance</b>
80,1	These are additional <i>Employer's</i> risks  1 ..... 2 .....
84,1	The <i>Contractor</i> provides these additional insurances:  1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2) .....
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is R5,000,000.00 in respect of each claim, without limit to the number of claims

84,2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 5,000,000.00
84,2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of R2,000,000.00.
<b>9</b>	<b>Termination</b>
	No data is required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for main option clauses</b>
<b>A</b>	<b>Priced contract with activity schedule</b>
11.2(20)	The <i>activity schedule</i> is in Part C2.2: Activity Schedule
11.2(30)	The tendered total of the Prices is in Part C1.1: Form of Offer and Acceptance

<b>11</b>	<b>Data for Option W1</b>
W1.1	The <i>Adjudicator</i> is appointed when a dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is the South African Institution of Civil Engineering
W1.4(2)	The <i>tribunal</i> is a South African court of law
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X1</b>	<b>Price adjustment for inflation</b>
X1.1(a)	The <i>base date</i> for indices is the month during which the closing date for tenders falls
X1.2	<p>Price adjustment for inflation is in accordance with the JBCC Contract Price Adjustment Provisions CPAP Indices Application Manual as calculated and published by Stats SA and distributed through JBCC (May 2005 Edition)</p> <p>The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CPAP Indices Application Manual, will only be permitted where the Schedule for Imported Material and Equipment form provided in Part T2.2 has been fully completed</p>
<b>X2</b>	<b>Changes in the law</b>
	No data is required for this Option
<b>X5, X7</b>	<b>Sectional Completion and delay damages used together</b>

X5.1	<p>The <i>completion date</i> for each <i>section</i> of the <i>works</i> is</p> <table><tr><th><i>Section</i></th><th>Description</th><th><i>Completion date</i></th></tr><tr><td>1</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>2</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>3</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr><tr><td>4</td><td>.....</td><td>Within ..... weeks of the Starting date</td></tr></table>	<i>Section</i>	Description	<i>Completion date</i>	1	.....	Within ..... weeks of the Starting date	2	.....	Within ..... weeks of the Starting date	3	.....	Within ..... weeks of the Starting date	4	.....	Within ..... weeks of the Starting date
<i>Section</i>	Description	<i>Completion date</i>														
1	.....	Within ..... weeks of the Starting date														
2	.....	Within ..... weeks of the Starting date														
3	.....	Within ..... weeks of the Starting date														
4	.....	Within ..... weeks of the Starting date														
X7.1	<p>Delay damages for each <i>section</i> of the <i>works</i> are ..... cents per R100.00 of the value of the respective section inclusive of Preliminaries and exclusive of Value-added Tax per day</p>															

<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>
X7	Delay damages for Completion of the whole of the <i>works</i> are 16.5 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day
<b>X13</b>	<b>Performance bond</b>
X13	The amount of the performance bond is five per cent (7.5%) of the offered total of prices inclusive of value added tax
<b>X15</b>	<b>Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care</b>
	No data is required for this Option
<b>X16</b>	<b>Retention</b>
X16.1	The <i>retention percentage</i> is 10% of such work done up to a limit of 5% of the offered total of the prices exclusive of value added tax
<b>X17</b>	<b>Low performance damages</b>
X17	<p>The low performance damage in Rands relating to the failure to attain a tendered contract participation goal in the Preferencing Schedule is calculated from the following formula:</p> $1,5 \times PP \frac{(D - Do)}{100 \times Do} \times CA$ <p>where</p> <p>D = tendered Contract Participation Goal percentage in Preferencing Schedule.</p> <p>Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract</p> <p>PP = number of tender evaluation points granted as a preference</p> <p>CA = contract amount as determined in accordance with the Works Information</p>
<b>X18</b>	<b>Limitation of liability</b>

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is unlimited to one event.
-------	--

X18.2	The <i>Contractor's</i> minimum amount of liability in respect of loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The <i>Contractor's</i> minimum amount of liability in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R3 000 000.00
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to Rnil
X18.5	The <i>end of liability date</i> is 5 years after the Completion of the whole of the works
<b>Z</b>	<b><i>Additional conditions of contract</i></b>
Z1	Clause 13.1 is amended by the addition of the the following:  Communication by cellphone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	The <i>Contractor</i> submits his valid tax invoice and valid Tax Clearance Certificate one week after receiving a payment certificate from the <i>Project Manager</i> in terms of clause 51.1. Where the <i>Contractor</i> does not submit his valid tax certificate and valid Tax Clearance Certificate within the time required: <ul style="list-style-type: none"> <li>the period within which payment is made in terms of clause 51.2 and</li> <li>the time allowed in clause 91.4</li> </ul> are extended by the length of time from the date when the <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.

## Part two: Data provided by the *Contractor*

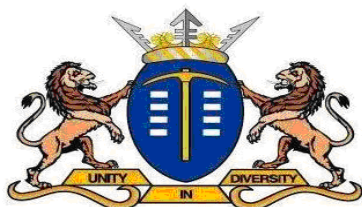
Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statements / Data
10,1	<p>The <i>Contractor</i> is</p> <p>Name .....</p> <p>Address .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>
11.2(8)	The <i>direct fee percentage</i> is 0,05%
11.2(8)	The <i>subcontracted fee percentage</i> is
11.2(18)	The <i>working areas</i> are the Site and .....
24,1	<p>The key people are</p> <p>1 Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>Qualifications .....</p> <p>Experience .....</p> <p>2 Name .....</p> <p>Job .....</p> <p>Responsibilities .....</p> <p>Qualifications .....</p> <p>Experience .....</p>
11.2(3)	The <i>completion date</i> for the whole of the works is 20 weeks after the starting date.
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p> <p>.....</p>

	..... .....
--	----------------

11.2(19)	The Works Information for the <i>Contractor's</i> design is in .....																	
31,1	The programme identified in the Contract Data is in .....																	
	<b>Data for the Shorter Schedule of Cost Components</b>																	
41 in SSCC	The percentage for people overheads is ..... %																	
21 in SSCC	The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457)  The percentage for adjustment for Equipment in the published list is ..... 10 % (state plus or minus)																	
22 in SSCC	<div>The rates for other Equipment are</div> <table><thead><tr><th>Equipment</th><th>Size or capacity</th><th>Hourly Rate</th></tr></thead><tbody><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>			Equipment	Size or capacity	Hourly Rate	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Equipment	Size or capacity	Hourly Rate																
.....	.....	.....																
.....	.....	.....																
.....	.....	.....																
.....	.....	.....																
61 in SCC and SSCC	<div>The hourly rates for Defined Cost of design outside the Working Areas are</div> <table><thead><tr><th>Category of Employee</th><th>Hourly rate</th></tr></thead><tbody><tr><td>Professional engineer or professional engineering technologists</td><td>.....</td></tr><tr><td>Technically qualified staff</td><td>.....</td></tr><tr><td>Draughts person</td><td>.....</td></tr></tbody></table>			Category of Employee	Hourly rate	Professional engineer or professional engineering technologists	.....	Technically qualified staff	.....	Draughts person	.....							
Category of Employee	Hourly rate																	
Professional engineer or professional engineering technologists	.....																	
Technically qualified staff	.....																	
Draughts person	.....																	
62 in SCC and SSCC	The percentage for design overheads is ..... %																	
63 in SCC and SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are professional engineer or professional engineering technologists, technically qualified staff and draughts person																	





**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part C1.3 Performance Bond (for use with Option X13)**

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

Department of Infrastructure Development:  
Chief Directorate Maintenance  
15th Floor  
78 Fox Street  
MARSHALLTOWN

Date:

Dear Sirs,

Renovations of the Chemolab at Dr George Mukhari Academic hospital

Department of Infrastructure Development:  
Chief Directorate Maintenance  
15th Floor  
78 Fox Street  
MARSHALLTOWN

(the *Employer*) and

Contractor Registered Name.....

Address of the contractor.....

.....

.....

Renovations of the Chemolab at Dr George Mukhari Academic hospital

I/We the undersigned .....  
on behalf of the Surety .....  
of physical address .....  
.....  
.....

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

- 1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
  - the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:  

(say) \_\_\_\_\_ Rand (in words)  
R \_\_\_\_\_ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

Signature(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_

Position in Surety company \_\_\_\_\_

Signature of Witness(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_



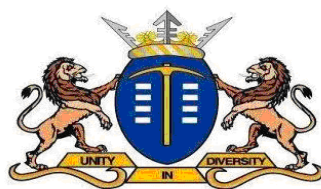
**GAUTENG PROVINCE**  
INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## **Part C2.1 Pricing Instructions**

- 1 The contractor must plan the work in this contract as a set of activities. The activities should be the same activities as indicated in the programme.
- 2 The activities are to be described and indicated in Part C2.2 and a lump sum price for each activity is to be entered in the Price column.
- 3 The contractor is to take note that payment is made for each activity only when the activity is completed.
- 4 Changes (if any) to the Prices are made in accordance with the Conditions of Contract.



**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

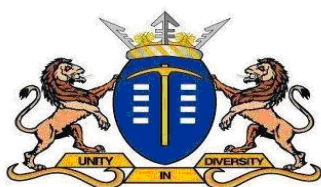
## Part C2.2 Activity Schedule (BOQ)

The tenderer must plan the work as a set of activities which should be described and indicated as a lump sum price for each activity and entered in the Activity Schedule below.

The tenderer is requested to furnish the following particulars, attach additional page/s if more space is required:

**Activity Schedule (please refer to the attached technical scope for full description of activities)**

Item	Activity description	Price
1	Provisional and general costs	
2	Detailed designs of the chemo-lab facility, i.e architectural, mechanical (HVAC), electrical etc	
3	Decommissioning and clearing of all existing installations	
4	Removal of existing floor, screeding and installation of vinyl	
5	Supply & installation of new ceiling and all accessories included	
6	Plumbing system upgrading	
7	Supply & installation of chromadek panelling, viewing window, doors with kick plates and self-closing mechanisms and 1 x pass-through stainless-steel hatch	
8	Installation of a counter-top in the preparation, 2 x work benches with shelving in the mixing room, lab coats cabinet in change room, 4-level shelves in change room, 3 x 5-level shelves for the office space, 2 x stands for vacolites, 2 x mild steel cupboards, 2 x L-shaped office desks and chairs for the office space	
9	Supply and installation of mentis grid consisting of a platform built above chemo-lab roof	
10	Supply and installation of complete HVAC system (both supply and extraction systems)	
11	Installation of a fire protection system	
12	Installation of room differential pressure control and monitoring system	

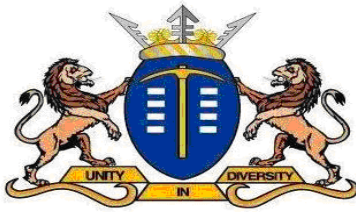


**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

**Part C2.2 Activity Schedule continued...**

13	Supply and installation of 2 x Biological Safety Cabinet for cytotoxic mixing applications	
14	Supply and installations for the electrical renovations scope including issuing of electrical COC.	
15	Testing, commissioning and certification of entire installations	
16	12 x 6-monthly services after installations	
17	Supply of the below spare filters and gaskets for maintenance •Primary filter washable x 4 •Secondary filter bag x 2 •Filter HEPA compact x 1 •Filter HEPA panel x 2	
18	Training of staff on both operation in chemo-lab and minor day to day inspection & maintenance aspects	
19	Miscellenious	<b>R300,000.00</b>
<b>Sub total</b>		
<b>Value Added Tax at 15%</b>		
<b>Total of prices carried to form of Offer and Acceptance in Part C1.1</b>		



**TENDER NO.** DID16/09/2021

**Renovations of the Chemolab at Dr George Mukhari Academic hospital**

## Part C3.1 Scope of Work

### 1 DESCRIPTION OF THE WORKS

Renovations of the Chemolab at Dr George Mukhari Academic hospital

### 2 ENGINEERING

#### 2,1 Design services

No drawings will be issued in this contract

#### 2,2 Contractor's design

The Contractor is responsible for the design of the elevators and their compatibility with the permanent works. Existing elevators dimensions should not be altered unless given approval to alter.

### 3 CONSTRUCTION

#### 3,1 Works specification

The works specifications that are applicable to the works are marked with a cross hereunder in the relevant box(es). The specifications are obtainable on request from the Employer.

Architectural, Structural and Civil

<input checked="" type="checkbox"/>	General Specification for Material and Methods to be used for Building Contracts	GP/ASC
-------------------------------------	--	--------

Electrical

<input type="checkbox"/>	Standard quality specifications for Intercom Systems	GP/E1/1
<input type="checkbox"/>	Standard quality specifications for Public Address Systems	GP/E1/2
<input type="checkbox"/>	Standard quality specifications for Silent Call Systems	GP/E1/3
<input type="checkbox"/>	Standard quality specifications for Access Control Systems	GP/E2/1
<input type="checkbox"/>	Standard quality specifications for Intruder Alarm Systems	GP/E2/2
<input checked="" type="checkbox"/>	Standard quality specifications for Fire Detection Systems	GP/E2/3
<input type="checkbox"/>	Standard quality specifications for Standby Generators	GP/E4/1

	Standard quality specifications for UPS Systems	GP/E4/2
	Standard quality specifications for Solar Power Systems	GP/E4/3
x	Standard quality specifications for General Installations	GP/E5/1
x	Standard quality specifications for Material and Equipment	GP/E5/2

#### Mechanical

	Standard quality specifications for Heating Installations	GP/M2
	Standard quality specifications for Steam and Condensate Reticulation	GP/M4
	Standard quality specifications for Medical Gas and Vacuum Systems	GP/M5
x	Standard quality specifications for Air Conditioning Installations	GP/M6
	Standard quality specifications for Refrigeration Services	GP/M7

### 4.1.1 Applicable relevant SANS 2001 standards

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works.

### 4.1.2 Applicable national and international standards

### 4.1.3 Materials, samples and shop drawings

#### *Samples of materials*

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the DID representative for his approval

#### *Workmanship samples*

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

#### *Shop drawings*

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the supervisor for approval
- Allow the supervisor reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the supervisor
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

### 4.2.3 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Three copies of the master manual

#### **4.2.4 Training staff of the employer**

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager.

#### **4.4.2 Dimensional accuracy**

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor

### **4,5 Site establishment**

#### **Water and Electricity**

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

##### *Service - Water*

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

##### *Service - Electricity*

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

#### **Ablution facilities**

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

#### **4.5.4 Other facilities and services**

#### **Water and Electricity**

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

##### *Service - Water*



The Contractor is to provide and remove and make good upon completion all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumption.

#### *Service - Electricity*

The Contractor is to provide and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary installation and meters to the Employer's electrical supply at designated points and be responsible for costs associated with all electricity consumption.

#### **Ablution facilities**

The Contractor is to provide, erect where directed, and remove on completion of the works ablution facilities and shall maintain such facilities in a thoroughly clean and tidy condition.

#### **Telecommunication facilities**

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

#### **Security of the works**

The Contractor shall take all appropriate measures for general security of their works and material on site

#### **Compliance with manufacturer's instructions**

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

#### **Protection/isolation of existing/sectionally occupied works**

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

#### **4.5.7 Notice boards**

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

#### **4.5.8 Notice before covering work**

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

#### **Preventative Maintenance**

The Contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Scheduled Services**

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

#### **Break Downs**

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Vandalism**

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

#### **Administration**

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period

- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

## **Site Meetings and Procedures**

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The indicative duties of the *Project Manager*, *Supervisor* and *Employer* are as indicated in Annexure A

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

## **5,2 Health and safety**

### **5.2.1 Health and safety requirements**

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

### **5.2.6 Aids awareness**

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6



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## **Part C4.1 Site Information**

### **C4.1 THE SITE**

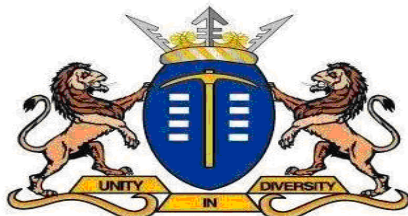
*The site is at Dr George Mukhari Academic hospital (pharmacy), 3111 Setlogelo Drive, Ga-Rankuwa Unit 2, Ga-Rankuwa, 0208*

### **C4.2 WORK AREA**

*All working areas are within institutions but should not interfere with day to day activities.*

### **C4.3 ACCESS**

*Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites.*



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

## PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

## EXAMPLE

$$\begin{aligned}
 \text{Estimated contract value} &= \text{R2 500 000 (excluding VAT)} \\
 \text{Contract period} &= 12 \text{ months} \\
 &= \text{R2 500 000} \times \frac{0,0275}{100} \\
 &= \text{R687,50/day}
 \end{aligned}$$

Therefore rounded off to the nearest R10.00

= R690,00/day

**PENALTIES ON CONTRACTS IN PHASES**

Penalties must be calculated proportionally on the estimated contract value of each phase

=