

T2.36 - Functionality Criteria

The Bidder needs to score a minimum of 70 points for the functionality and quality criteria to be considered responsive for this Bid. This form must be returned with the other returnable documents.

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring	
1. Financial Standing	The submission of all financial requirements stipulated in the tender	30 Points	15 Sub-points	Letter from the bank confirming of available capital of at least 10% of tender value. Letter must not be older than 3 months.	15	Proof of capital of at least 10% or more of tender value
					10	Proof of capital of less than 10% but over 5.0% of tender value
					0	Proof of capital of less than 5% or no submission
			15 Sub-points	Letters of credit reference from suppliers and credit limits to the value equal or more than 5% of the tender value. Letters must not be older than 3 months.	15	Credit is more than or equal to 10% or more of the project value
					10	Credit is between 5% - 9% of the project value
					5	Credit is between 2.5% - 5% of the project value
					0	Credit is less than 2.5%
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	40 Points	5 Sub-points	Detailed CV of each key project resource. Project resources to have more than 5 years experience in projects of a similar value and nature and traceable references.	5	Key project resources: Director, Contracts Manager, Quantity Surveyor, Foreman, OHSEO, Site Supervisor. All with more than 5 years of experience.
					3	Key project resources: Director, Contracts Manager, Quantity Surveyor, Foreman, OHSEO, Site Supervisor. All with experience between 3 to 5 years.
					0	Less than 3 years experience or no information
			20 Sub-points	Schedule of organisation years of experience in the installation of waterproofing of concrete flat roofs. Contractor to include a schedule of similar projects successfully completed in the past as well as practical completion certificates.	20	Above 5 years
					10	3 ≥ 5 years
					5	2 ≥ 3 years
					0	Below 2 years or no submission
			15 Sub-points	Letter of intent from the approved waterproofing installer with the proof that they are "Derbigum" approved installers.	15	Letter of intent, proof that they are approved installers
					0	No letter
3. Tenders project management structure showing exactly how this project will be managed.	Tenderer must demonstrate this in the form of an organogram.	20 Points	20 Sub-points	Submission of a detailed organogram capturing the role of each resource together with years of experience under the name eg. Resource Name, Pr Eng 20190557, 10 years experience.	20	Submission of a detailed organogram that shows roles and responsibilities of each project member allocated to this project.
					0	No or irrelevant submission, does not meet requirement
4. Methodology and Approach	Detailed method statement and programme to be submitted.	10 Points	10 Sub-points	Working Programme detailing on the sequence of works and indicating milestones and activities on the critical path.	10	Submission of detailed programme
					0	No or irrelevant submission, does not meet requirement

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE			
Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

THE CONTRACT



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

C1 - AGREEMENT AND CONTRACT DATA



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid No - ZNB 5471/2021-H



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR:	
Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings	
Bid no:	ZNB 5471/2021-H
The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.	
CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:	
CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.	
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
PRE-TENDER INFORMATION	
CONTRACTING AND OTHER PARTIES	
[1.1.1.15]	Employer: Head: Health (KZN Department of Health: Province of KwaZulu-Natal) Postal address: Private Bag X9051 PIETERMARITZBURG 3200 Tel: 033 940 2539 Fax:
[1.2.1.2]	Physical address: 35 Hyslop Road PIETERMARITZBURG 3200
[1.1.1.16]	Employers Agent 1 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: [Tel Number including Area Code] Fax: [Fax Number including Area Code]
	Employers Agent 2 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: [Tel Number including Area Code] Fax: [Fax Number including Area Code]
	Employers Agent 3 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: [Tel Number including Area Code] Fax: [Fax Number including Area Code]
	Employers Agent 4 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: [Tel Number including Area Code] Fax: [Fax Number including Area Code]

Bid no: ZNB 5471/2021-H	
	<p>Employers Agent 5 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]</p>
	<p>Employers Agent 6 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert Identify document not longer than 3 mont Fax: [Fax Number including Area Code]</p>
	<p>Employers Agent 7 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]</p>
	<p>Employers Agent 8 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]</p>
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	<p>Defects Liability Period</p> <p>Defects Liability Period is 12 Months A time measured from the date of the Certificate of Completion.</p>
Latent Defect Period	
[5.16.3]	<p>The latent defect period is: 10 years after the Final Approval Certificate</p>
Documentation required before Commencement of the Works:	
[5.3.1]	<p>The documentation required before commencement with the Works execution are;</p>
[4.3]	<p>Health and Safety Plan</p> <p>The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.</p>
[5.6]	<p>Initial Programme</p> <p>The Contractor shall deliver his programme of work within 10 calendar days after notice from Principal Agent, prior to the Commencement Date.</p>
[6.2]	<p>Guarantee</p> <p>The Contractor shall deliver his chosen Guarantee (security) for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.</p>
[8.6]	<p>Insurance</p> <p>The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.</p>
	<p>Cash flow by contractor</p> <p>The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.</p>
	<p>Priced Bill of Quantity</p> <p>Fully Priced Bill of Quantities to be submitted at tender stage.</p>
	<p>Programme</p> <p>The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3</p>
	<p>Other requirements</p>
[5.3.2]	<p>The time to submit the documentation required before commencement with Works execution is: 21 calendar days</p>

	Non-Working days	
[5.8.1]	Non-Working days	Sundays
	Special non- working days	All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences	16 Dec
	ends	02 Jan
	Second Year end break - commences	16 Dec
	ends	02 Jan
	Third Year end break - commences	N/A
	ends	N/A
	Fourth Year end break - commences	N/A
	ends	N/A
	Engineer/Principal Agent to consult with Employer	
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.	
	Security	
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.	
[6.2.1]	The liability of the Guarantee shall be for 10%. Please see Offer and Acceptance form for various option available to Bidder.	
	Commencement Date	
	Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.	
	<p>The Agreement comes into effect, on the date when: The bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any).</p> <p>The agreement ("this document") consists of: 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above. (See Form of Offer and Acceptance)</p>	
[5.3.1]	The contractor shall commence executing the Works within 5 calendar days from the Commencement Date.	
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.	
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from Principal Agent, prior to the Commencement Date.	
	CONTRACT DETAILS	
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.	
[1.1.1.30]	Site description: Refer to document C4 – Site Information.	
	Specific options that are applicable to a State organ only Where so :	
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply	
	2) Lateral support insurance to be effected by the contractor:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	3) Payment will be made for materials and goods	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4) Dispute resolution by litigation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5) Extended defects liability period applicable to the following elements:	Electrical, Mechanical and Civil work
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	R0.00
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance:	30% of the Contract Price
[8.6.1.3]	The limit for indemnity for liable insurance is:	25 Million
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is:	33.30%
[1.1.1.14]	Practical Completion Date	
	The Practical Completion date is: A time measured from the Commencement date.	
[5.5.1]	For the works as a whole: The whole of the works shall be completed within:	12 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods)
[5.13.1]	The date for practical completion shall be	To be determined
	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10

	<p>For the works in sections:</p> <p>The date for practical completion from the commencement date and the penalty per calendar day:</p> <p>Portion 1: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p> <p>Portion 2: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p> <p>Portion 3: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p> <p>Portion 4: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p> <p>Portion 5: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p> <p>Portion 6: [5.5.1] N/A [5.13.1] 0.04% of the Contract Price, rounded to the nearest R10</p>
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data. Maximum retention is: 10.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1.000.000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Health will not accept the submission by Bidders of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP) (Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[5.14.5]	The following clause must be added to clause 5.14.5: [5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One Replace the last part of the clause with the following: ".on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
[10.9.1]	
	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. 2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted. <p>Alternative Indices: Not Applicable</p> <p>Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition</p>
[1.1]	<p>Clause</p> <p>[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practise among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <ol style="list-style-type: none"> (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

<p>[1.1.1.16] [1.1.1.21]</p>	<p>ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
<p>[4.4.1]</p>	<p>Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</i></p>
<p>[6.2.1]</p>	<p>Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS".</p>
<p>[6.10.6.2]</p>	<p>Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i> ".at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i> ",on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i> "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i></p>
<p>[5.12.3]</p>	<p>SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: <i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i></p>
<p>[5.12.3.1] [5.12.3.2] [5.12.3.3] [5.12.3.4] [5.12.3.5] [5.12.3.6] [5.12.3.7] [5.12.3.8] [5.12.3.9] [5.12.3.10] [5.12.3.11] [5.12.3.12]</p>	<p><i>5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected r/s subcontractor due to default by the employer or the principal agent. 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works."</i></p>
<p>[5.14.5.1]</p>	<p>Omit entire clause 5.14.5.1</p>
<p>[5.16.4]</p>	<p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
<p>[6.2.3]</p>	<p>Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance</i></p>
<p>[9.3.2.2]</p>	<p>Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i></p>
<p>[6.2.3]</p>	<p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <ul style="list-style-type: none"> (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 and (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer. (c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works. (d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the
<p>[6.2.3]</p>	<p>MANAGING PROJECT DURATION</p>
<p>(a) (b) (c)</p>	<p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from Principal Agent, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p>
<p>[6.2.3]</p>	<p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p>
<p>[6.2.3]</p>	<p>INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</p>
<p>(a) (b)</p>	<p>(a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <ul style="list-style-type: none"> (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

1. The stoppage claimed must cause a delay in the Completion Date of work, if the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2 (two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.

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

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
	Rain days	Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-18
8 hrs/day* Estimated Extension of time - In working days							2

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

Bid no: ZNB 5471/2021-H Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:

POST-TENDER INFORMATION

Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

1 CONTRACT DETAILS

[1.1.1.9]

Contractor Name:

[1.2.1.2]

Postal address:

Tel no

Fax no

Tax / VAT Registration No:

e-mail

Physical address:

[1.1.1.10]

The accepted contract price inclusive of tax is R :

[Amount in words]

Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

The preliminaries amounts shall be paid in terms of:

*Alternative A	Yes
**Alternative B	N/A

* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

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

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

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

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

Alternative A

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the Initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

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

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

Sectional Completion : Subdivision of Preliminaries Costs

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, falling which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

YES

(Yes / No)

Alternative B	or The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.	<input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO
The contractor is informed that only option 'A' shall apply		
2 DOCUMENTS		
Contract documents marked and annexed hereto:		
Priced Bills of Quantities:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lump Sum document :	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Guarantee Options:		
Not applicable		
2.2 DESIGN BRIEF		
Not applicable	<input type="checkbox"/>	YES or NO
2.3 DRAWINGS		
See list of drawings/Annexure's attached to this document.	<input type="checkbox"/>	YES or NO
2.4 DESIGN PROCEDURES		
Not applicable	<input type="checkbox"/>	YES or NO
Contract drawings:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other documents:	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of the Contractors lien or right of continuing possession is required.		
<input checked="" type="checkbox"/> YES		
3 SIGNATURES OF THE CONTRACTING PARTIES		
Thus done and signed at.....onof.....20.....		
Name of signatory	_____	for and behalf of the Employer who by signature hereof
Capacity of signatory	_____	as Witness.
Thus done and signed at.....onof.....20.....		
Name of signatory	_____	for and behalf of the Contractor who by signature hereof
Capacity of signatory	_____	as Witness.



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

C1.3 - FORM OF GUARANTEE

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

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

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Bid Number ZNB 5471/2021-H

Project Code N/A

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

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

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings**

"Site" means: _____

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

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

Amount in Words: _____

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

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____

Date _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

PART C2 - PRICING DATA

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

Project title:	Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings		
Bid no:	ZNB 5471/2021-H	Project Code:	N/A

C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
1	<p>MASSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Health AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Health and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p>ELECTRICAL LIGHTING, POWER AND WATER</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Bidders are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>All bids by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p>PRICING OF ROCK EXCAVATIONS</p> <p>It is a condition of this bid that should the bidder elect to price the Rock Excavation included in this bid, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10 BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid.

11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

12 TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

- 1 In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
- 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.

- 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Security PIN Number

Company / Entity Tax Reference Number

13 BILLS OF QUANTITIES/LUMP SUM DOCUMENT

The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

14 VALUE ADDED TAX

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

15 FIXED PRICE CONTRACT

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

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



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

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

Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

**BILL NO. 1
 C2 .2 PRELIMINARY AND GENERAL**

	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. See Contract Data .				
SECTION A: GENERAL CONDITIONS OF CONTRACT					
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Engineer (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item			
Carried forward to collection					R

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
<p>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</p> <p>Refer to the SCOPE OF WORK for detail requirements:</p>					
B1	Scope F:..... V:..... T:.....	Item			
B2	Normative references F:..... V:..... T:.....	Item			
B3	Definitions F:..... V:..... T:.....	Item			
B4	Requirements for construction and management F:..... V:..... T:.....	Item			
B4.1	General F:..... V:..... T:.....	Item			
B4.2	Responsibilities for design and construction F:..... V:..... T:.....	Item			
B4.3	Planning, programme and method statements F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item	Identity document not longer than		
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
SECTION C: SCOPE OF WORK in accordance with SANS 10403 <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)</i>					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
SECTION E: SPECIFIC PRELIMINARIES					
<u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>					
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
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SECTION E: SPECIFIC PRELIMINARIES		UNIT	QUANTITY	RATE	AMOUNT
E4	<p>SITE INSTRUCTIONS</p> <p>Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.</p> <p>F:..... V:..... T:.....</p>	Item			
E5	<p>LABOUR RECORD</p> <p>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.</p> <p>F:..... V:..... T:.....</p> <p><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i></p>	Item			
E6	<p>PLANT RECORD</p> <p>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>	Item			
E7	<p>NON CESSION OF MONIES</p> <p>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.</p> <p>F:..... V:..... T:.....</p>	Item			
E8	<p>SECTIONAL COMPLETION</p> <p>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.</p> <p>F:..... V:..... T:.....</p>	Item			
E9	<p>LOCAL LABOUR</p> <p>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
E10	<p>IMPORT PERMITS AND DUTIES</p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	<p>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items.</p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E12	<p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>E12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p><u>E12.1 b Employment requirements</u></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <p>1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</p> <p>F:..... V:..... T:.....</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.1 c Labour rate and payment intervals The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p>	Item			
<p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p>	Item			
<p>E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p>	Item			
<p>E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p>	Item			
<p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.4 EPWP REPORTING as per EPWP DATA FORM At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA</p> <p>F:..... V:..... T:.....</p>	Item			
<p>E12.5 EPWP PROMOTION 12.5.1 EPWP signage board EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p>	Item			
<p>12.5.2 Branding of labour apparel Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site. The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p>	Item			
<p>E12.6 COMMUNITY LIAISON OFFICER (CLO) UTILISATION OF A COMMUNITY LIAISON OFFICER In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p>				

<p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 				
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	UNIT	QUANTITY	RATE	AMOUNT
<p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Health</p> <p>F:..... V:..... T:.....</p> <p>E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p><u>TENDERER'S TO NOTE CONDITIONS</u></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><u>CO-ORDINATION</u></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><u>ATTENDANCE</u></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p>E12.9 EPWP CONTRACT FOR LABOUR</p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.10 EPWP SCOPE of WORK</p> <p>Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p>Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a) F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b) F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment .) F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Biding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
E18	<p>GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>	Item			
E19	<p>TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.</p> <p>F:..... V:..... T:.....</p>	Item			
E20	<p>EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E21	<p>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p>	Item			
E22	<p>VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p> <p>F:..... V:..... T:.....</p>	Item			
E23	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p>	Item			
E24	<p>ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p> <p>F:..... V:..... T:.....</p>	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
E25	<p>SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p> <p>F:..... V:..... T:.....</p>	Item			
E26	<p>PROHIBITION ON TAKING PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>F:..... V:..... T:.....</p>	Item			
E27	<p>Management of Water</p> <p>Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.</p>				
Carried forward to collection				R	



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

PART C2.3 BILL OF QUANTITIES

Item No	Quantity	Rate	Amount
<u>BILL NO.1</u>			
<u>PRELIMINARIES AND GENERAL</u>			
The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles			
<u>PRELIMINARIES AND GENERAL</u>			
<u>Preliminaries and general</u>			
1	Preliminaries and general brought forward	Item	
2	Escalations brought forward	Item	
Carried to Summary			R
Bill No. 1 PRELIMINARIES AND GENERAL KZN Department of Health			

Item No	BILL NO.1	Quantity	Rate	Amount
	<p><u>ALTERATIONS</u></p> <p><u>PREAMBLES</u></p> <p>The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.</p> <p>Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.</p> <p>All primers, emulsion paints and enamels are to comply with the relevant SABS specifications.</p> <p>Paints etc. shall be suitable for the application on the surfaces to which they are being applied.</p> <p>The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.</p> <p>The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Take out and removal of existing waterproofing to flat roofs, etc.</u></p>			
1	Derbigum waterproofing membrane from concrete roofs, etc	m2 6 532		
	Carried Forward		R	
	<p>Bill No. 2 ALTERATIONS KZN Department of Health</p>			

		Brought Forward		R
		<u>Taking down and removing panelling, ceilings, partitions, etc</u>		
2	Gypsum plasterboard ceilings including cornices, timber bandering, etc	m2	4 861	
3	Acoustic tile suspended ceilings including suspension grid, hangers, etc	m2	7 291	
		<u>Take out and removal of plaster, screed, granolithic, etc., and make good</u>		
4	Screed from concrete flat roofs, including preparing concrete for new screed.	m2	6 532	
		<u>PREPARATORY WORK TO EXISTING SURFACES</u>		
5	Making good defects in existing plastered walls with "Pavelite"	m2	3 500	
		Carried to Summary		
				R

Bill No. 2
 ALTERATIONS
 KZN Department of Health

Item No	Quantity	Rate	Amount
<p><u>BILL NO. 2</u></p> <p><u>WATERPROOFING</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Model Preambles for Trades 2008" as issued by The Association of South African Quantity Surveyors</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Waterproofing of roofs shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p>Derbigum waterproofing is to be laid in accordance with Derbigum's Code of Practice by an Approved Derbigum Contractor</p> <p>Preparation of substrata: Screeded roof surfaces shall be firm, dry and clean. Corners shall be coved or arris rounded. All surfaces to receive Derbigum are to be fully primed with a solvent based bitumen primer</p> <p>NOTE:</p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Waterproofing</u></p> <p><u>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</u></p> <p><u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u></p>			
<p>Bill No. 3 WATERPROOFING, ETC KZN Department of Health</p>	<p>Carried Forward</p>	<p>R</p>	

Brought Forward			R
<p><u>Apply 4mm "Derbigum " polyester elastomeric waterproof sheeting (4mm "Abedex") laid 'torched'in long lengths with lapped sides and ends in strict accordance with manufacturers instructions and applied by the approved installer. The installer to attend compulsory site inspection. The contractor cannot change the installer approved at tender, unless prior approval is received from the Engineer/Client (DOH).</u></p>			
1	Flat roofs to slight falls, including all straight cutting and fitting, dressing into and sealing outlets, turning down or up at ends and torch sealing with splayed ends, counterflashing, including all necessary preparatory work, etc	m2	6 532
2	ABE 10 x 10mm Polyurethane sealant flexothane 1 or equal approved joint sealant	m	1 292
3	10 x 230mm polyethylene flexible joint former-jointex by sondor or similar approved	m	1 292
4	Dressing around full bore roof outlets	No	140
<p><u>Apply two coats of bituminous aluminium paint</u></p>			
5	On waterproofing layer on flat roofs, etc.	m2	6 532
<p><u>REPLACEMENT OF FULL BORES AND GRATINGS</u></p>			
6	Removal of existing full bore gratings to stockpile	No	120
<p><u>Drilling of concrete cores and installation of new full bores</u></p>			
7	Setting up at each point for vertical drilling	No	140
8	Drilling cores with diameters of between 100mm and 200mm through 200mm concrete slab	No	140
9	Extra over item for drilling through reinforcing bars	m	20
10	Installation of new 160mm PVC full bore pipes through cored openings and make good (including pipe brackets)	m	6100
Carried to Summary			R
<p>Bill No. 3 WATERPROOFING, ETC KZN Department of Health</p>			

Item No		Quantity	Rate	Amount
	<u>BILL NO.3</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	<u>CEILINGS ETC</u>			
	<u>"Aerolite" insulation</u>			
1	50mm Insulation closely fitted and laid on top of branderung between roof timbers etc	m2	4 910	
	<u>NAILED UP CEILINGS</u>			
	<u>6mm "Rhino" gypsum plasterboard</u>			
2	Nailed up Ceilings including 32 x 32mm sawn softwood branderung at 400mm centres	m2	4 910	
	<u>"Rhino" gypsum plasterboard cornices</u>			
3	75mm Coved cornices	m	2 531	
	<u>SUSPENDED CEILINGS</u>			
	<u>Pre-painted 1200 x 600 x 12.5mm thick acoustic panels on T28 pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc</u>			
4	Ceilings suspended not exceeding 1m below bearing	m2	7 291	
	Carried to Summary			
	Bill No. 4			R
	CEILINGS, PARTITIONS AND ACESS FLOORING			
	KZN Department of Health			

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 4</u></p> <p><u>PLASTERING</u></p> <p><u>PREAMBLES</u></p> <p>The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.</p> <p>Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.</p> <p>All primers, emulsion paints and enamels are to comply with the relevant SABS specifications.</p> <p>Paints etc. shall be suitable for the application on the surfaces to which they are being applied.</p> <p>The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.</p> <p>The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.</p> <p><u>SCREEDS</u></p> <p><u>Screeds on concrete:</u></p>			
1	Average 70mm thick on floors to falls (flat roof)	m2	6 532	
2	Average 50mm thick on bottoms to gutters to falls	m2	646	
	Carried to Summary			R
	<p>Bill No. 5</p> <p>PLASTERING</p> <p>KZN Department of Health</p>			

Item No	Quantity	Rate	Amount
<p><u>BILL NO.5</u></p>			
<p><u>PAINTWORK</u></p>			
<p><u>PREAMBLES</u></p>			
<p>The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p>The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.</p>			
<p>Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant SABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.</p>			
<p>The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.</p>			
<p>All universal undercoats are to comply with SANS 681: 1997 in all respects. Finishing to be two (2) coats eggshell enamel to comply with the requirements of S.A.N.S 515: of 1972 in all respects. Paint to have a minimum 10 year guarantee, proof of guarantee to be submitted to DoH Project Leader</p>			
<p><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK ON FLOATED PLASTER</u></p>			
<p>Bill No. 6 PAINTWORK KZN Department of Health</p>	<p>Carried Forward</p>	<p>R</p>	

Brought Forward

R

ON FLOATED PLASTER

One coat primer and two coats interior quality PVA emulsion paint to match existing (colour must be approved by Client)

1	On internal walls	m2	3 500
2	On ceilings	m2	4 861

Carried to Summary

R

Bill No. 6
PAINTWORK
KZN Department of Health

Item No	Quantity	Rate	Amount
<p><u>BILL NO. 6</u></p>			
<p><u>PROVISIONAL SUMS</u></p>			
<p><u>PREAMBLES</u></p>			
<p>The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Selected Sub-contracts</u></p>			
<p>Sub-contractors will be appointed as Selected Sub-contractors in terms of applicable clauses in the General Conditions of Contract. Provisional Sums and Prime Cost amounts allowed for Selected Sub-contracts are NET ie exclusive of 5 % Builder's discount but are inclusive of delivery to site of all items concerned</p>			
<p>The following provisional sums are for work to be executed by specialist firms and or direct sub-contractors which will be regarded as sub-contractors to the Contractor. For Selected sub-contracts, the Contractor will call for quotations from specialists selected by the Employer on documents prepared by the Employer or the relevant Consultant, in accordance with the Principal Building Agreement and in conjunction with the Architect. The Architect and the Contractor shall in consultation with the relevant Consultant adjudicate the tenders. The Contractor shall, upon the final decision of the Architect, appoint the successful tenderer who shall become a sub-contractor to the Contractor. Privity of the contract shall not be created between the Employer and the Sub-contractor by the method of selection, tender enquiry, adjudication and appointment. Quotations for direct sub-contracts will be called for by the employer on documents prepared by the employer or the relevant consultants. The employer will appoint the sub-contractor based on recommendations by the relevant consultant. The Principal Agent will thereafter inform the contractor in writing of the appointment of that particular direct sub-contractor and the contractor shall then, be responsible for general attendance on the direct sub-contractor</p>			
<p>Carried Forward</p>		<p>R</p>	
<p>Bill No. 7 PROVISIONAL SUMS KZN Department of Health</p>			

Brought Forward	R	
Profit on Selected Sub-contracts		
Selected/Direct Sub-contracts will be submitted directly to the Architect by the Selected Sub-contractors and the Contractor may allow for profit, if required, under the item "Allow for profit" following each provisional sum		
<u>Attendance upon Selected Sub-contractors</u>		
The item "Allow for attendance" following each provisional sum is for costs incurred by the Contractor in providing free of charge to the Selected Sub-contractor the following :		
1. Services as set out in clause B8.1 of the preliminaries		
2. Hoisting of Selected Sub-contractor's material where required		
3. Casing and protection of the Selected Sub-contractor's work after completion thereof		
4. Making good in all trades and final cleaning down on completion only		
5. Every facility to enable the Selected Sub-contractor to carry out his work in a workmanlike manner in proper order and sequence		
6. Reasonable site security measures		
7. Programming and co-ordination of the works including obtaining all necessary particulars of Selected Sub-contractor's work timeously		
Loss of profit		
Should any of the specialist items listed in this Bill be substantially reduced or omitted, no claim for "loss of profit" on any of the specialists listed, will be considered		
Carried Forward	R	
Bill No. 7 PROVISIONAL SUMS KZN Department of Health		

Brought Forward

R

Number of Selected Sub-contracts

The Contractor's attention is drawn to the fact that the indicated individual provisional sums may consist of a number of Selected Sub-contracts, all of which will be executed by separate Selected Sub-contractors. The Contractor must therefore allow in his tender for any cost implication this may bring about, as no claims in this regard will be entertained

PROVISIONAL SUMS

LIGHTNING PROTECTION

Lightning Protection

- 1 Allow an amount of R150 000.00 (One Hundred and Fifty Thousand rand) for the lightning protection of the building (The Contractor to get three quotations) for recommendation by Project leader (DOH)).
- 2 Allow for profit.
- 3 Allow for attendance.

Item
Item
Item

150 000 00

STRUCTURAL ENGINEERING SERVICES

Structural Engineering services

- 4 Allow an amount of R200 000.00 (Two Hundred Thousand rand) for appointment of a Registered Structural/Civil Engineer to access concrete roof waterproofing replacement where necessary, design and approve work done by Contractor. (The Contractor to get three quotation with three different Registered Structural and Civil Engineering firms and hand over the Quotations with Qualifications of the Registered Structural/Civil Engineer who will be working on the project for recommendation by Project leader (DOH)).
- 5 Allow for profit.
- 6 Allow for attendance.

Item
Item
Item

200 000 00

Carried Forward

R

Bill No. 7
PROVISIONAL SUMS
KZN Department of Health

Brought Forward

R

ELECTRICAL ENGINEERING SERVICES

Electrical Engineering services

7 Allow an amount of R100 000.00 (Two Hundred Thousand rand) for appointment of a Registered Electrical Engineer to access works where necessary, design and approve work done by Contractor. (The Contractor to get three quotation with three different Registered Electrical Engineering firms and hand over the Quotations with Qualifications of the Registered Electrical Engineer who will be working on the project for recommendation by Project leader (DOH)).

Item

100 000 00

8 Allow for profit.

Item

9 Allow for attendance.

Item

ELECTRICAL WORKS

Electrical Works

10 Allow an amount of R400,000.00 (Four Hundred Thousand rand) for the repair of electrical works. (The Contractor to get three quotation with three different quotations for recommendation by Project leader (DOH)).

Item

400 000 00

11 Allow for profit.

Item

12 Allow for attendance.

Item

Carried Forward

R

Natalia Building - Refurbishments

Brought Forward

R

Carried to Summary

R

Bill No. 7
PROVISIONAL SUMS
KZN Department of Health

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Natalia Building - Refurbishments

FINAL SUMMARY

Bill No	
1	PRELIMINARIES AND GENERAL
2	ALTERATIONS
3	WATERPROOFING, ETC
4	CEILINGS, PARTITIONS AND ACCESS FLOORING
5	PLASTERING
6	PAINTWORK
7	PROVISIONAL SUMS

SUB TOTAL

Allow for a provisional escalation amount of 10% of the Sub-Total above (Escalation to be paid against published CPAP indices as stated in the Contract Data if escalation is applicable)

Escalation Amount @ 10%

SUB TOTAL

VAT @ 15%

Carried to Form of Tender

KZN Department of Health

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Item	R	
	R	
	R	
	R	



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works compiled in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings		
Bid no:	ZNB 5471/2021-H	Project Code:	N/A
1	<u>SECTION 1</u>		
	<u>EXTENT OF THE WORKS</u>		
	1.1	EMPLOYERS OBJECTIVES	
	<ul style="list-style-type: none"> • To improve health and safety • To reduce risk of water ingress through leaking roofs. • To ensure that Natalia Building services are not affected by leaking roofs and damage to infrastructure due to leaking roofs is minimised. 		
	1.2	OVERVIEW OF THE WORKS	
	Replacing existing waterproofing on flat roofs, refurbishment of internal wall finishes and ceilings.		
	1.3	EXTENT OF THE WORKS	
	<ul style="list-style-type: none"> • Demolition of existing waterproofing as well as screeds and removal to approved spoil sites. • Repairs to concrete slab. • Installation of new screeds to falls. • Re-installation of water proofing membrane to manufacturer's specifications. • Replacement of full-bore heads where needed. • Jet cleaning and repair of full bores. • Refurbishment of internal wall finishes and ceilings on the 16th floor of North and South Towers. • Decanting plan for the internal refurbishments. • Full compliance to Occupational, Health and Safety Act regulations and other applicable statutory requirements. 		
	1.4	LOCATION OF THE WORKS	
	The site is located at 330 Langalibalele St, Pietermaritzburg, 3201		
1.5	TEMPORARY WORKS		
All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)			
2	<u>ENGINEERING</u>		
	2.1	EMPLOYER'S DESIGN	
	Any remedial work to repair the concrete flat roof slabs shall be approved by Department of Health before work commencement on site.		
	2.2	DESIGN BRIEF	
The main contractor shall be responsible for quality assurance and applicable guarantees for Works executed by nominated sub-contractors. The installation of Derbigum SP4 shall be undertaken by Derbigum Approved Contractors under a 10 year guarantee.			
2.3	DRAWINGS		
Not applicable			

2.4 DESIGN PROCEDURES

To be made available to a successful bidder.

3 PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to www.kzntreasury.gov.za for access to the relevant documents.

Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

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

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

Not applicable

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.5 SUBCONTRACTING PROCEDURES

Not applicable

4 CONSTRUCTION

4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

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

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

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

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

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

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

4.2	<p>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</p> <p>See above 4.1</p>												
4.3	<p>PARTICULAR / GENERIC SPECIFICATIONS</p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table border="0"> <thead> <tr> <th data-bbox="185 371 983 405"><u>SPECIFICATION</u></th> <th data-bbox="983 371 1439 405"><u>PAGES</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="185 405 983 439">Specification for HIV/AIDS Awareness (CIDB)</td> <td data-bbox="983 405 1439 439">HIV1 TO HIV3</td> </tr> <tr> <td data-bbox="185 439 983 472">Specific Construction, Safety, Health and Environmental Plan</td> <td data-bbox="983 439 1439 472"></td> </tr> <tr> <td data-bbox="185 472 983 506">Standard Preambles for all Trades (Rev 3) - DOH 2009</td> <td data-bbox="983 472 1439 506">1 to 95</td> </tr> <tr> <td data-bbox="185 506 983 539">General Electrical Specification</td> <td data-bbox="983 506 1439 539">E/1 to E/20</td> </tr> <tr> <td data-bbox="185 539 983 573">Lightning Protection Installation</td> <td data-bbox="983 539 1439 573">LP/1 to LP/6</td> </tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
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General Electrical Specification	E/1 to E/20												
Lightning Protection Installation	LP/1 to LP/6												
4.4	<p>CERTIFICATION BY RECOGNIZED BODIES</p> <p>Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.</p>												
4.5	<p>AGRÉMENT CERTIFICATES</p> <p>Not applicable</p>												
4.6	<p>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p>												
4.7	<p>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p>												
4.8	<p>OTHER SERVICES AND FACILITIES</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>												
5	<p><u>MANAGEMENT</u></p>												
5.1	<p>APPLICABLE SANS 1921 STANDARDS</p> <p>Bidders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p>												
5.2	<p>RECORDING OF WEATHER</p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p>												

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

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days	3	3	3
February	w/days	3	3	3
March	w/days	3	3	3
April	w/days	3	3	3
May	w/days	3	3	3
June	w/days	3	3	3
July	w/days	3	3	3
August	w/days	3	3	3
September	w/days	3	3	3
October	w/days	3	3	3
November	w/days	3	3	3
December	w/days	3	3	3

5.3 MANAGEMENT MEETINGS

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

5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5 ELECTRONIC PAYMENTS

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

5.6 DAILY RECORDS

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

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

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

5.7 BONDS AND GUARANTEES

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

5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

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

<p>4.12.1</p>	<p>Samples of materials</p> <p>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: All applicable samples for preparation of laboratory tests for control and acceptance testing for concrete works.</p>
<p>4.12.2</p>	<p>Fabrication drawings that the contractor is to provide to the employer are:</p>
	<p>None</p>
<p>4.12.3</p>	<p>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>OFFICE FOR FOREMAN</p> <p>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.</p> <p>TELEPHONE</p> <p>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.</p> <p>OFFICE FOR INSPECTOR OF WORKS</p> <p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p> <p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>

	<p>SHED</p> <p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>
<p>4.14.6</p>	<p>The requirement for provision and erection of signboards are:</p> <p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as per drawings available from offices of the Department of Health. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>
<p>4.17.1</p>	<p>Requirement for the termination, diversion or maintenance of existing services:</p> <p>Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.</p>
<p>4.17.3</p>	<p>Services which are known to exist on the site:</p> <p>Investigate and provide detail drawings.</p>
<p>4.17.4</p>	<p>Requirement for detection apparatus</p> <p>None</p>
<p>4.18</p>	<p>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</p> <p>By the submission of a bid, any Bidder will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Bidders are advised that it is a Condition of this Bid that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which bids are being submitted and must be prepared by the Bidder and submitted with the other bid documents at the time of bid. Failure to do so will invalidate the bid.</p> <p>Bidders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this bid document, the Model Preambles to Trades - 2008, any project Specification included in this bid document and any and all drawings which are referred to and issued as part of this bid document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Bidders are also advised that such a plan which is submitted with a bid but is incomplete or considered inadequate by the Employer or his Representative will invalidate the bid.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p>
<p>4.22</p>	<p>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</p> <p>Installation of Derbigum SP4 waterproofing product.</p>

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

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

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

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

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

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

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

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

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

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

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

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

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

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

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

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

5.3 Reporting

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

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

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

C3.3 - HIV/STI COMPLIANCE REPORT

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

Project Code:

N/A

Payment Claim number:

Period covered by payment claim:

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

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

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

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

5. HIV awareness programme (briefly describe action).



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:	Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings		
Bid No.	ZNB 5471/2021-H	Project Code:	N/A
C4.1 Site Information			
C4.1	GENERAL		
	<p>(a) Access to roof top from the 16th floor is restricted and require the use of side scaffolding system. Transportation of materials, tools and equipment from ground floor the 16th floor will be via the existing building service lifts. Overloading of service lifts is not permitted and any service lift breakdowns or other service issues must be reported to Project Leader for immediate attention.</p> <p>(b) Not Applicable</p> <p>(c) The site is Natalia Building which is situated on 330 Langalibalele Street in Pietermaritzburg. Construction programme should allow for waterproofing installation to occur first on lift motor rooms roof slabs in order to expedite repairs to the lift motor rooms. Repairs to floors, ceilings and walls on the 16th floor offices to happen after the successful replacement of all waterproofing on flat slabs.</p>		
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
	<p>(a) Not applicable</p>		



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

PART C5 - DRAWINGS / ANNEXURES

ANNEXURES	
Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	Health and Safety Specification
Annexure 3	Supplementary Preambles
Annexure 4	Lightening Protection Specification
Annexure 5	Standard Preambles for all Trades



Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

ANNEXURES

Annexure 2

Occupational Health and Safety Specification

(OHSE SPEC)



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Project Name: **Natalia Building: Refurbishment of Flat Roof Waterproofing, Wall Finishes and Ceilings**

Project Code:

TBC

Agent Name:

Ms. S. Ngcobo (Head Office)

Region:

Southern Region

District:

Pietermarizburg

Ward no.:

0



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Occupational Health and Safety Specification

NATALIA BUILDING- REFURBISHMENTS



1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors for Natalia Building refurbishments. This document describes the requirements of compliance to which the Principal Contractor/Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principal Contractor will be required to submit a Health and Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

2. Definitions & Abbreviations

- 2.1 “Client”** means KZN Department of Health
- 2.2 “CR”** refers to the Construction Regulations 2014
- 2.3 “OHS”** means Occupational Health and Safety
- 2.4 “DoL”** refers to the Department of Labour
- 2.5 “DOH”** refers to the Department of Health
- 2.6 “NIHL”** refers to the Noise Induced Hearing Loss Regulations
- 2.7 “HCS”** refers to the Hazardous Chemical Substances Regulations
- 2.8 “GSR”** refers to the General Safety Regulations
- 2.9 “GAR”** refers to the General Administrative Regulations
- 2.10 “FR”** refers to Facilities Regulations
- 2.11 “PPE”** means Personal Protective Equipment
- 2.12 “MSDS”** means Material Safety Data Sheets
- 2.13 “EIR”** refers to the Electrical Installations regulations
- 2.14 “EMR”** refers to Electrical Machinery Regulations
- 2.15 “ERW”** refers to Environmental Regulations for Workplaces
- 2.16 Principal Contractor** means an employer appointed by a Client to perform Construction Work
- 2.17 Construction Work** means any work in connection with-:
- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;
 - (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

2.18 Construction Manager means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

2.19 Construction Supervisor means a competent person responsible for supervising construction activities on a construction site

2.20 Competent Person means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

2.21 OHS Plan means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

2.22 Health & safety File means a file or other record containing information in writing required by Construction Regulations 2014.

2.243 Hazard Identification and Risk Assessment and Risk Control (HIRA) means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

2.24 The Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

2.25 Hazard means a source of or exposure to danger

2.26 Risk means the probability or likelihood that a hazard can result in injury or damage.

2.27 Hazardous Chemical Substance (HCS) means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances, for which an occupational exposure limit

is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health

2.28 Construction Plant encompasses all types of plant including but not limiting to, cranes, piling frames, and boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

2.29 Fall prevention equipment means equipment used to prevent persons, tools or machinery from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.

2.30 Fall risk means any potential exposure to falling either from, off or into.

2.31 Fall protection plan means a documented plan which includes:

- a) all risks relating from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk; and
- c) a rescue plan and procedures

3.32 Scaffold means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

3.33. Occupational Health Practitioner refers to either Doctors or Nurses with the following requirements:

Doctors

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

Nurses

- (a) registered and in good standing with the South African Nursing Council (SANC) and

(b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

3.34 dead means at or about zero potential and isolated from any live system;

3.35 earthed means connected to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy;

3.36 "live" or "alive" means electrically charged

3.37 portable electric tool means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

(a) a flexible cord at the supply end and which is intended for use by hand and which is to be carried by hand at the place of work; or

(b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;

3.43 point of supply means the point at which electricity is supplied to any premises by a supplier;

3. Client Requirements

3.1 Leadership and Commitment

The Contractor acknowledges the KZN Department of Health's strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department of Health (DOH).

3.2 Legal Requirements and Regulations for Health and Safety

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulations, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

3.3 Contractors' General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and DOH institutions site requirements.

The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations.
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The appointment of a Safety Officer must be approved by DOH
- The Safety Officer must possess a National Diploma in Environmental Health/Safety Management or SAMTRAC and have at least 2years experience.

3.4 Contractor's Health and Safety Management Plan

The Principal Contractor must provide a suitable, sufficiently documented and coherent site specific OHS plan based on the Client Specification. The plan must be applied from the date of commencement of and the duration of the construction work and which must be reviewed and updated as work progresses.

The contents of the OHS plan shall include but not limited to the following:

- Brief description and duration of the project
- Letter of good standing

- Health & Safety policy
- Covid-19 management
- Incident management
- Waste management
- Baseline risk assessment
- Relevant checklists and registers
- Preliminary induction program
- Site specific organogram
- Public safety management
- First aid
- House keeping
- Personal Protective Equipment and clothing
- Safety monitoring
- Site rules
- Site access
- Restrictions
- Communication
- Toolbox talks

Proof of competency for the following legal appointees:- Construction Manager; Construction Supervisor; Construction OHS Officer; Risk Assessor; Incident investigator; First Aider; Scaffold erector and inspector; and any other relevant appointees made under this project.

The contractor shall comply with the requirements of CR 7

The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site

3.5 Legal & Site-Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan. The plan shall be in writing and shall be submitted to DOH within 7 days of the contract being awarded.

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers
- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Verification procedures including
- Daily site safety inspections and audits

- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

3.5.1 Hazard Identification, Risk Assessment and Risk Control

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections
- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management.

3.5.2 Risk Assessment

- The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method
 - (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
 - (d) a monitoring plan and
 - (e) a review plan
- Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
 - Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
 - The principal contractor shall comply with the requirements of CR 9

3.5.3 Task Specific Risk Assessment

Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing. The purpose of the HIRA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Task Specific Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.
- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor.
- Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

3.5.4 Safety Method Statements

- The Contractor must submit Safety Method Statements to the KZN Department of Health's nominated Representative for approval prior to the task commencing.
- The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

3.5.5 Hazardous Materials

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements. The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by DOH or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

3.5.6 Demolition

- The principal contractor must appoint a competent in writing to supervise and control all demolition works on site
- Prior to demolition works; s detailed structural engineering survey of the structure to be demolished must be carried out by a competent person and a method statement must be developed and followed
- During demolition; the structural integrity must be checked at intervals determined in the method statement
- The contractor must comply with the requirements of CR 14

3.5.7 Incident Management

- The principal contractor must appoint a competent incident investigator in writing.
- Incident management plan must be developed and implemented by the principal contractor
- All incidents must be investigated and recorded
- Reportable incidents must be reported to the Department of Labour
- Incidents must be reported to DOH within 24 hours of occurrence
- An incident register must be kept on site.
- Incident investigation report inclusive of corrective measures must be submitted to DOH

3.5.8 Emergency Preparedness and Procedures

- The principal contractor must develop an emergency procedure
- The emergency procedure must have; but not limited to:
 - A detailed response procedure;
 - List of key personnel
 - Details of emergency services
 - Steps to be taken in the event of each and every specific type of emergency
- The emergency procedure must be communicated to all employees
- Emergency numbers must be known to all employees

3.5.9 First Aid Equipment

- The principal contractor must appoint first aider in writing
- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box

3.5.10 Unsafe Acts and Conditions

- The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all Site activities.

3.5.11 Occupational Health & Infection control

- The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- Appropriate PPE must be used at all times

3.5.12 Extreme weather conditions

- If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures. For hot environments; cool portable water shall be provided.

3.5.13 Medical Certificates of Fitness

- Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees
- DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- Employees without valid medical certificates will not be allowed on site.

3.5.14 Plant and Equipment

- The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- Should any plant or equipment become inoperable for a period considered to be harmful to the progress of the work, the Contractor, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KZN Department of Health.
- No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of DOH.
- DOH reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should DOH Representative has the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, He/She must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute.

3.5.15 Personnel Protective Equipment/Clothing (PPE)

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE

- Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task,
- The contractor must comply with the requirements of General Safety Regulations

3.5.16 Working on Live Electrical Equipment / Sub-Station

- The Contractor may not allow any work on live electrical equipment!

3.5.17 Elevated Work/ Fall Protection

- A contractor must designate in writing a competent person responsible for the preparation of a fall protection plan;
- Ensure that the fall protection plan is implemented and amended where and when necessary and maintained throughout the project;
- The fall protection plan must include but not limited to the following: A risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- The process of evaluation of employees medical fitness necessary to work at a fall risk position and records thereof;
- A programme for training of employees working from fall risk positions and records thereof;
- The procedure addressing the inspection; testing and maintenance of all fall protection equipment;
- A rescue plan detailing the necessary procedure; personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- The site manager must be in possession of the most recently updated version of the fall protection plan;

The Principal contractor must ensure that

- All unprotected openings on the floors; edges; slabs; hatchways and stairways are adequately guarded; fenced or barricaded or that a similar means are used to safeguard any person from falling through such opening;
- No person/s is permitted to work in a fall risk position unless the work is performed safely as above

- Fall prevention and arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used; with regards to the load including any person; they are intended to bear;
- Securely attached to a structure or plant and the structure or plant means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any other person who could fall and
- Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment
- Ensure that all tools in elevated positions is attached to lanyards and be attached to either the person or structure
- Equipment in elevated positions must be tied back to the structure
- There must be no loose items in elevated positions.
- Overhead work will only be allowed only if the area below is barricaded in accordance with DOH barricading requirements.
- The fall protection and rescue plan shall include but not limited to the following: Introduction; scope of work; appointment of personnel; risk assessment; training and competence; medical certification; equipment to be used including rescue equipment (must cover maintenance; storage and testing); access techniques to be used and rescue plan that includes techniques and evacuation plans.
- The Contractor must submit a fall protection and rescue plan to DOH for approval, before any elevated work commence

The contractor must comply with the requirements of CR 10

3.5.18 Barricading requirements

- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100kg
- Only solid barricading covered with Orange Netting and or DOH approved equivalent barricading is allowed.
- Solid barriers to prevent persons falling into them must protect openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist

- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures
- Barricading must be tagged, placed on register, maintained and inspected daily – The owner of the barricade's name and mobile number must appear on the tag
- All handrails and fencing must comply with DOH Standards.
- The contractor must comply with the requirements of General Safety Regulation 13 (I)

Note: Danger tape will not be accepted as barricading!

3.5.19 Working in Existing Operations

- Work must be carried out such that no interference is caused.
- Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work. The times when work of this nature can be carried out must be arranged with DOH

3.5.20 Lock-out Procedures

- In operating areas lock out procedures must follow DOH I procedures.
- There must be a separate set of procedures that cover the requirements for lockout, commissioning, start-up and hand over of the completed works.

To ensure the safety of persons working in operating plant areas, the Contractor must ensure:

Lock-out procedure compliance

Instruction to all workmen concerned in its application and implementation

Daily checking of permits

Distribution of information and communication of any other permit system required

3.5.21 Notification of Construction Work

- The principal contractor must notify the department of Labour in writing 7 days before commencement of construction works.

3.5.22 Scaffolding

- The contractor must appoint a competent person to supervise scaffold (scaffold Supervisor)
- The contractor must appoint a competent person to erect scaffold (Scaffold erector) these must be 2 different persons
- The contractor must ensure that scaffold are tagged accordingly
- The contractor must comply with the requirements of CR 16

3.5.23 Vehicles and mobile plant

- The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23
- Vehicles and mobile plants must be inspected daily before use and records thereof must be kept
- Competent personnel must be appointed to use and manage such

3.5.24 Housekeeping and general safeguarding on site

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The contractor must ensure continuous housekeeping on site
- Accumulated waste must be removed regularly
- The site must be kept neat and clean at all times

3.5.25 Stacking and storage on site

- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

3.5.26 Fire precautions on site

- The contractor must minimise fire risks on site
- The contractor must comply with the requirements of ERW and CR 29

3.5.26 Employee Facilities on site

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- The contractor must comply with the requirements of CR 30

3.5.27 Portable electric tools

- No person shall use or permit the use of a portable electric tool with an operating voltage that exceeds 50 V to earth unless-

(a) it is connected to a source of electrical energy incorporating an earth leakage protection device, the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(b) it is connected to a source of electrical energy through the interposition between each tool and the source of an individually double-wound isolating transformer, the secondary winding of which is not earthed at any point and the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(c) it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or

(d) it is clearly marked that it is constructed with double or reinforced insulation.

- The contractor must comply with the requirements of EMR 10

3.5.28 Portable electric lights

- No employer or user shall use or permit the use of a portable light where the operating voltage exceeds 50 V unless –

{a) it is fitted with a substantial handle which is made of non-hygroscopic, non-conducting material;

{b} all live metal parts or parts which may become live owing to a faulty circuit are completely protected against accidental contact.

(c) the lamp is protected by means of a substantial guard firmly fixed to the insulated handle; and

(d) the cable lead-in is such that the insulation can withstand rough use

- The contractor must comply with the requirements of EMR 11

4. Training and Competency

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision. Records are to be maintained on site.
- The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires such or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

4.1 Induction in Health and Safety

- The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KZN Department of Health's Site-specific induction.
- The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.
- The contractor must comply with: OH&S Act - Section 8

5. Smoking

- The Contractor must not permit smoking at the Site except within designated smoking areas.

6. Intoxicating Liquor or Drugs

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10

- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

7. Housekeeping

- The Contractor must maintain all work areas in a tidy state, free of debris and rubbish.
- The Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside KZN Department of Health's property in a designated and authorised area or facility. The Contractor should make itself aware of the KZN Department of Health's waste management plan and collection and disposal arrangements and align its waste management program accordingly.
- In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, DOH has the right to instruct the Contractor to cease work until the area has been tidied up and made safe.
- The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by DOH.

8. Management of COvid-19

8.1 Covid- 19 Documentation

The principal contractor shall develop a policy on COvid-19; signed by CEO

Covid-19 prevention and management plan must be developed

Conduct a risk assessment to determine exposure to Covid-19

Daily Safety Task Instructions (DSTI's) shall include Covid-19.

8.2 Hand washing facilities

Construction sites must be equipped with hand washing facilities at the usual welfare facilities.

Ensure soap and fresh water is readily available and kept topped up at all times.

Ensure regular cleaning of hand wash facilities and provide adequate bin for disposal of hand paper towels with regular disposal.

Hand washing techniques posters shall be posted around the hand washing facilities

Hand sanitising agents must also be placed at strategic areas

8.3 Medical Certificates of Fitness

Principal contractor shall keep copies of employee's medical certificates of fitness on site safety file.

Having studied the medical certificates of all employees; the principal contractor must ensure that high risk employees are managed accordingly i.e. employees with underlying medical conditions

8.4 Screening

The principal contractor must ensure that all personnel accessing their sites are screened.

All cases referred for testing shall be reported to relevant Department of Health's project manager.

3.5 Travel to site

The principal contractor shall arrange safe transportation of employees to and from site.

Ensure that vehicles are disinfected on daily basis.

Where single occupancy of vehicle is not practicable; employees shall sit as far apart as the vehicle allows; and all windows must be kept open.

8.5 Eating Areas

The principal contractor must ensure that there are dedicated eating areas for employees.

Ensure that eating areas are kept in a hygienic condition and disinfected after use.

The contractor shall stagger breaking times to reduce congestion and contact.

Employees shall be encouraged to follow the acceptable social distancing measures and seating arrangements must be as such.

Hand washing facilities and or sanitisers must be provided in these areas.

8.6 Changing facilities

The principal contractor shall introduce staggered start and finish times to reduce congestion and contact at all times.

Changing facilities shall be cleaned and disinfected regularly.

Based on the size of each facility; the contractor shall determine how many people can use a changing facility at any one time to maintain the acceptable distance

8.7 Avoiding close working

There will be circumstances where it is not possible or safe for employees to distance themselves from each other by the acceptable distance.

Principal contractor shall ensure that where the acceptable distance is not practicable-:

- employees have no symptoms of Covid-19;
- allow only 1 person per m²
- PPE is worn correctly and is in line with risk assessment and
- Supervision is maintained throughout the activity.

9.8 Deliveries

All personnel delivering equipment and material to site shall be subjected to screening.

Equipment and materials delivered on site must be disinfected at a designated decontamination area to avoid transition of the virus.

9.9 Personal Protective & Equipment Clothing

Personal protective equipment & clothing refers to a variety of barriers, used alone or in combination, to protect against hazardous agents in the environment.

The principal contractor shall ensure that his employees and sub-contractor employees are issued with suitable PPE and that PPE is worn at all times and in a correct manner

Ensure that used PPE is disposed of in an acceptable manner.

9.10 Training & awareness

The principal contractor shall ensure continuous training and awareness on Covid-19 and measures that can be used to minimise the spread

Training to include but not limited to:-

Cough etiquette; social distancing; Hand washing; Screening station;

Correct use and disposal of PPE

Reporting of symptoms to the employer

9.11 Cleaning Procedures

The principal contractor shall establish adequate cleaning and disinfection procedures and intervals thereof.

This includes but limited to:-

- cleaning to prevent contamination
- taps and hand washing facilities
- toilet flush and seats; door handles
- handrails on staircases and corridors
- lift and hoist controls; machinery and equipment controls
- keyboards; photocopies and other office equipment

9. Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour

- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

10. Close out requirements

The Health & Safety file for the Principal contractor and all contractors requires closure and handover to the client at the completion of the project. Documentation required includes all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an incident. All records to be in electronic format and submitted to DOH for approval before final submission.

The list of documents to be submitted includes but not limited to:

- Client specification
- Principal contractor's OHS plan
- Covid-19 management plan
- Organograms; Legal appointments;
- Letters of good standing for the project
- Incident records; Non-conformance records
- Audits; Method statements; Risk assessments
- Safe work procedures; Medical certificates of fitness

11. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

- By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

_____ (Company Name)

declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: **Natalia Building- Refurbishments** will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

Contractor's Responsible Person
(16.1/ 16.2 Appointee)

Date

Waterproofing Specifications



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Project Name:

**Refurbishment of Flat Roof Waterproofing, Wall Finishes and
Ceilings**



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

SECTION B: SPECIFICATIONS

CONCRETE ROOFS

General

This section refers to general low-slope (less than 5° and pitch preferably 1:80) concrete roofs screeded to falls and cross-falls to outlets where the roofing membrane is exposed to the elements and temperature fluctuations.

The waterproofing membrane, correctly selected, installed and properly maintained, is intended to be a permanent structural element with a life expectancy equal to that of the building it is protecting.

CONCRETE, SCREED & SURFACE PREPARATION

General

Design and detail together with proper preparation of the substrate are key elements to successful roofing. Too often Waterproofing Contractors are compelled to install the waterproofing system on inadequate or poorly prepared surfaces.

The supplier waterproofing contractor to ensure that ponding of water does not occur as ponding could lead to accumulation of debris and eventually damage the membrane.

The screeds shall be to falls and cross falls of 1:80 to outlets. The screed layer shall be surface dry, clean and smooth; free of voids, protrusions and contaminants. The area is then to be primed using a bituminous primer. Internal corners shall be filleted and external corners rounded.

Most waterproofing materials are bonded or applied to surfaces that are installed by other trades. It is essential to the performance of the waterproofing system that these substructures be structurally sound and free from excessive cracks, holes or sharp protrusions.

Certain curing compounds and finishes may affect or interfere with the performance of the waterproofing material, therefore any use of these compounds shall be as recommended by the membrane manufacturer. **The substrates must** be free of all oils, waxes and other surface contaminants and all the contaminants should be removed . The waterproofing contractor should visually inspect the substrate surfaces before the application of waterproofing materials and report any deficiencies so that they may be corrected by the responsible trade.

Concrete

Floated concrete surfaces are to be finished smooth without voids and/or protrusions. It is recommended that horizontal concrete decks cure a minimum of 28 days, or as specified by the material manufacturer, to allow moisture to dissipate from the top surface (forming systems typically prevent dissipation of moisture from the underside of horizontal decks) prior to applying waterproofing materials.

Form release agents and concrete curing compounds must be compatible with the waterproofing materials being used or must be removed from the concrete surface by the responsible trade. Honeycombs, tie-wire holes and other voids in the concrete substrate must be cut out and re-pointed with a non-shrinking concrete patching compound. Concrete fins or other projections should be removed to provide a smooth surface. Horizontal concrete slabs should be free from cracks, voids, depressions, ridges and concrete droppings.

Sand & Cement Screeds

A sand/cement screed is to be used as an acceptable substrate. It should provide a firm and even surface to which the Waterproofing membrane can be properly sealed. It should be free of voids and protrusions, dry and clean, free of contaminants. The substrate should be stable and free of delamination from the concrete. Falls to outlets etc. should be formed in the substrate and not in the loading layer.

Lightweight Screeds

Foamed or expanded cement, polystyrene bead screeds etc. used to create falls and cross falls are to

receive a sand/cement topping and are to be properly cured and thoroughly dry prior to installation of the waterproofing membrane. It should be smooth, free of voids and protrusions, contaminants and undulations.

Ash breeze and vermiculite are to be avoided wherever possible as they may severely impact on the long-term effectiveness of any waterproofing system.

Priming

Generally all surfaces to receive are to be primed with a bitumen primer. Allow solvents in the primer to flash off prior to application. Avoid surfaces primed too far in advance which have gathered dirt and dust must be lightly re-primed prior to application of the membrane. Priming procedures for other systems, such as acrylics, self-adhesives, flashings etc. are referred to in each particular section and/or datasheet.

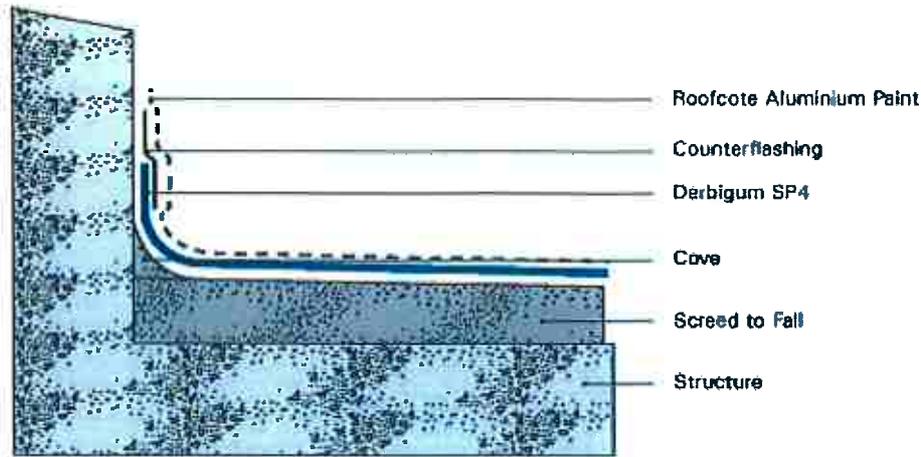
Specification

Bituminous Aluminium Paint

Two coats of Bituminous Aluminium paint is specified as a finish on top of the membrane..

Specification

One layer Derbigum SP4 waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and crossfalls by 'torch-fusion' finished with two coats bituminous aluminum paint. Waterproofing to be installed by an Approved Derbigum Contractor under a ten year guarantee.



CONCRETE ROOFS (BITUMINOUS ALUMINIUM PAINT)

Substrate The substrate shall be to falls and cross falls of 1:80 to outlets. If no falls and cross falls exist (not recommended) a dual layer system must be used. The substrate shall be surface dry, clean and smooth; free of voids, protrusions and contaminants. The area is then to be primed using a bituminous primer. Internal corners shall be filleted and external corners rounded.

Specification One layer Derbigum SP4 waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and cross falls by 'torch-fusion' finished with two coats bituminous aluminium paint.

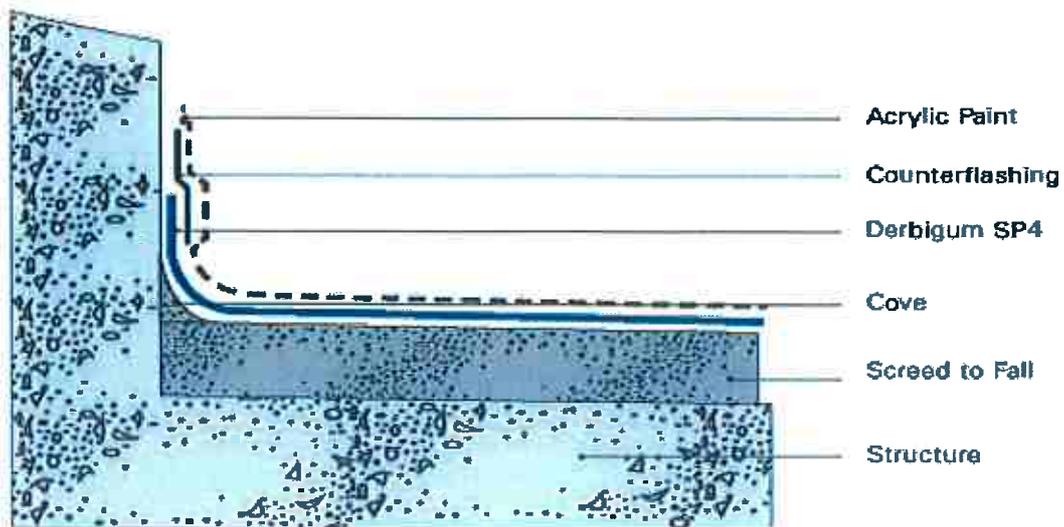
Waterproofing to be installed by an Approved Derbigum Contractor under a ten year guarantee.

OUTLETS

The waterproofing is to be fully dressed into the drainage outlets so as to ensure a watertight seal. Outlets are to be positioned so that they are easily accessible both for the Waterproofing Contractor at the time of installation and maintenance purposes at some future date. Ensure that the level of the flange is kept below the screed level so as to prevent ponding around the outlet.

FLOOD TEST

The integrity of the waterproofing system should be established by means of a flood-test of 48hrs – 72hrs duration, prior to handing over to the contractor. A certificate is to be obtained from the Main Contractor recording the date and time-period of the test and that the waterproofing system was handed over in a clean, proper and watertight condition.



CRUSHED STONE

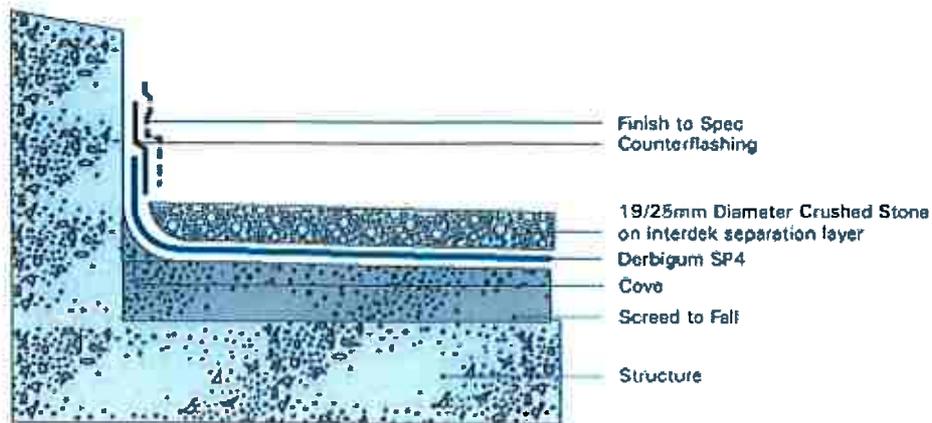
A layer of light coloured stone chips laid loose over the Derbigum waterproofing provides a number of advantages:

- Insulation – the stone layer reduces diurnal temperature fluctuations.
- Provides an aesthetically attractive finish.
- Acts as ballast – in high wind areas and for loose laid systems especially over insulation boards.
- Ensures low maintenance costs.
- Provides ultra violet protection
- Additional protection from hail damage.

A stone-guard or band of larger stones should be positioned around the outlets so as to ensure that the smaller stone is not 'washed' down the outlets.

Specification

One layer Derbigum SP4 waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and crossfalls by "torch-fusion" including protection of 50mm thick layer clean 19-25mm crushed stone on Interdek separation layer. Waterproofing to be installed by an Approved Derbigum Contractor under a ten year guarantee.



CONCRETE ROOFS (CRUSHED STONE)

Substrate

The substrate shall be to falls and cross falls of 1:80 to outlets. If no falls and cross falls exist (not recommended) a dual layer system must be used. The substrate shall be surface dry, clean and smooth; free of voids, protrusions and contaminants. The area is then to be primed using a bituminous primer. Internal corners shall be filleted and external corners rounded.

Specification

One layer Derbigum SP4 waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and crossfalls by "torch-fusion" including protection of 50mm thick layer clean 19-25mm crushed stone on interdek separation layer. Waterproofing to be installed by an Approved Derbigum Contractor under a ten-year guarantee.

Outlets

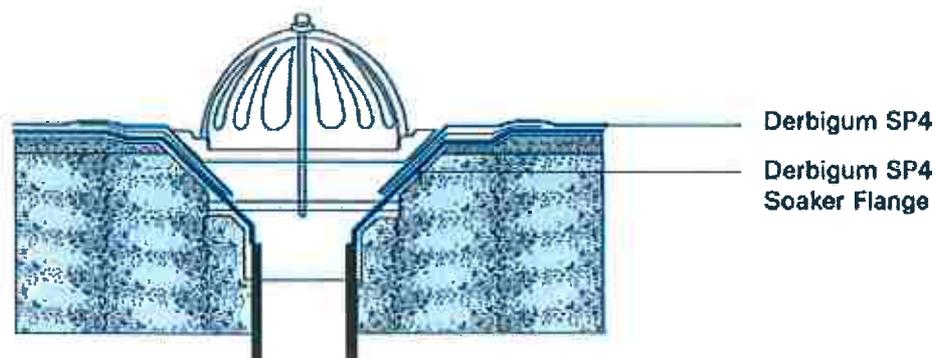
The waterproofing is to be fully dressed into the drainage outlets so as to ensure a watertight seal. Outlets are to be positioned so that they are easily accessible both for the Waterproofing Contractor at the time of installation and maintenance purposes at some future date. Ensure that the level of the flange is kept below the screed level to prevent ponding around the outlet.

Flood Test

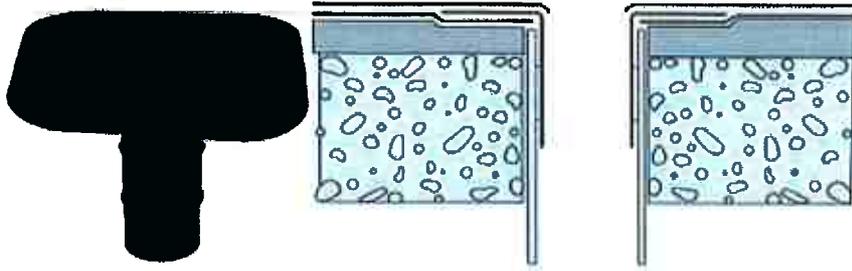
The integrity of the waterproofing system should be established by means of a flood-test of 48hrs – 72hrs duration, prior to handing over to the contractor. A certificate is to be obtained from the Professional Team recording the date and time-period of the test and that the waterproofing system was handed over in a clean, proper and watertight condition.

OUTLETS

The waterproofing is to be fully dressed into the drainage outlets so as to ensure a watertight seal. Outlets are to be positioned so that they are easily accessible both for the Waterproofing Contractor at the time of installation and maintenance purposes at some future date. Ensure that the level of the flange is kept below the screed level to prevent ponding around the outlet.



Derbigum provides a flanged water outlet that is sandwiched between two layers of Derbigum thus forming an integral part of the system ensures complete drainage and is simple in its installation.



- The screed around the outlet is preferably recessed to accommodate the additional membrane layer and assist in achieving complete and effective drainage.
- The number and size of outlets to be determined by the design team.
- The inclusion of emergency overflow pipes is to be considered.

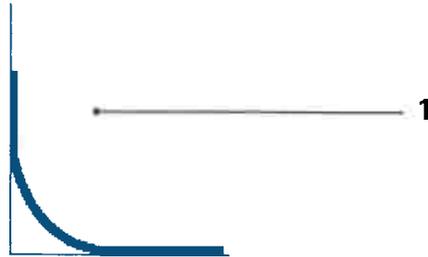
COVES AND ROUNDED EDGES

All angles, internal and external, should be rounded. Provide a min. of 35 mm radius rounded cove at all internal angles. Horizontal and vertical surfaces are usually of different materials and are subject to different heat transference rates and thus differential movement. The waterproofing membrane is subject to unnecessary stresses and practical installation problems if it is sealed into or over a 90° angle. Sharp edges and angles are to be avoided. The cove will greatly reduce these stresses and provide a neat finish.

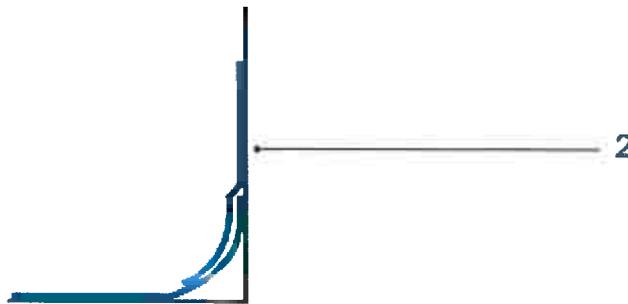


The basic principles to be followed:

- A sand/cement cove with a 35mm radius is to be formed at all internal angles.
- The surface to receive the Derbigum is to be fully primed with a bitumen primer.



Derbigum is sealed by 'torch-on' fusion over the cove and to the vertical surface to a minimum height of 100mm. (Sketch 1)

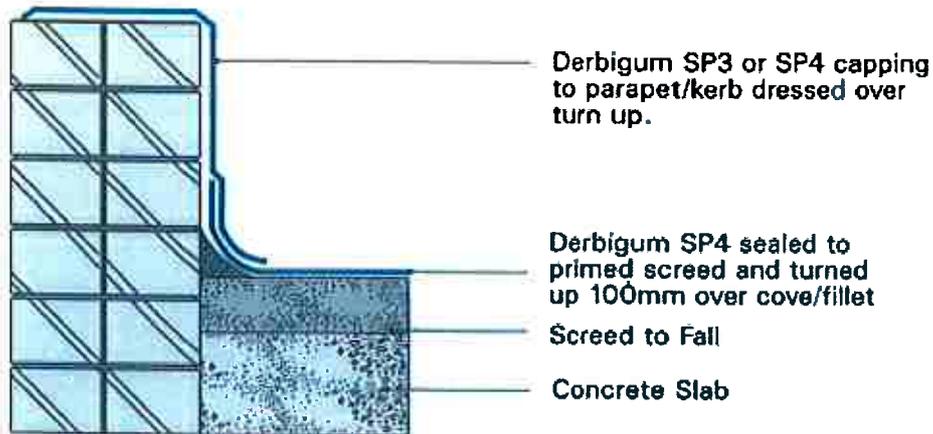


Turn-ups greater than 200mm high should be treated as turn-up and capping. (Sketch 2)

It is good waterproofing practice that all exposed terminations on vertical surfaces are either flashed or counter-flashed. A variety of flashing methods and systems are available. The nature of vertical surface and aesthetic requirements will determine the flashing type.

PARAPETS & KERBS

Attention to detail is important. The general principles involved are noted in the example sketches. It is recommended that brick parapets be rendered and protected with one layer of Derbigum SP3 or SP4.

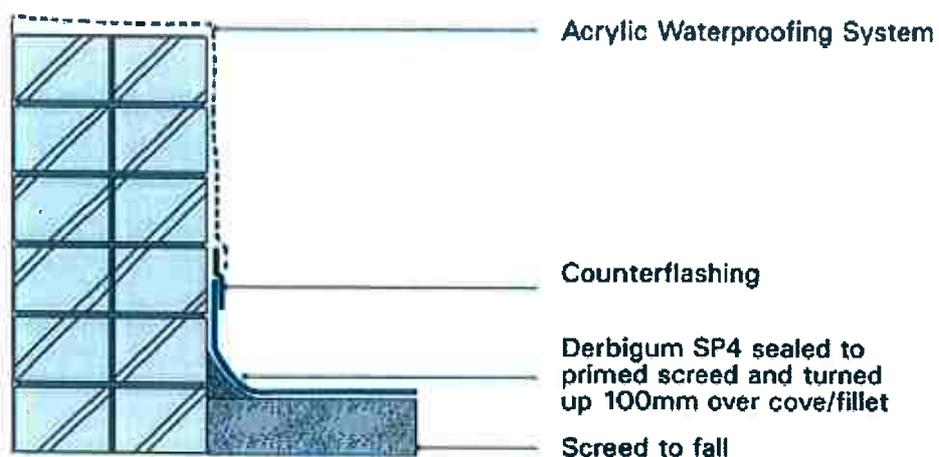


Specification

One layer Derbigum SP3 or SP4 waterproofing membrane, with 75mm side laps, sealed by 'torch-fusion' to side and top of parapet wall to receive paint (elsewhere)

Alternative

Acrylic waterproofing system to parapet dressed down over counter flashed Derbigum turn-up



The top of the parapet is plastered with an inward slope and rounded edges.

A counterflashing of fibre-reinforced bitumen, metal flashing or similar over the Derbigum turn-up is recommended.

Inverted Beams

Inverted beams should be capped in Derbigum similar to any kerb. Water should not be drained through an inverted beam. Where this is unavoidable, the opening is to be sufficiently large as to enable proper dressing of the membrane. Alternatively, a flanged outlet pipe is to be inserted through the beam from the 'higher' side ensuring that the screed level on the 'lower' side is sufficiently below the base of the pipe as to be able to achieve a proper seal at that point.

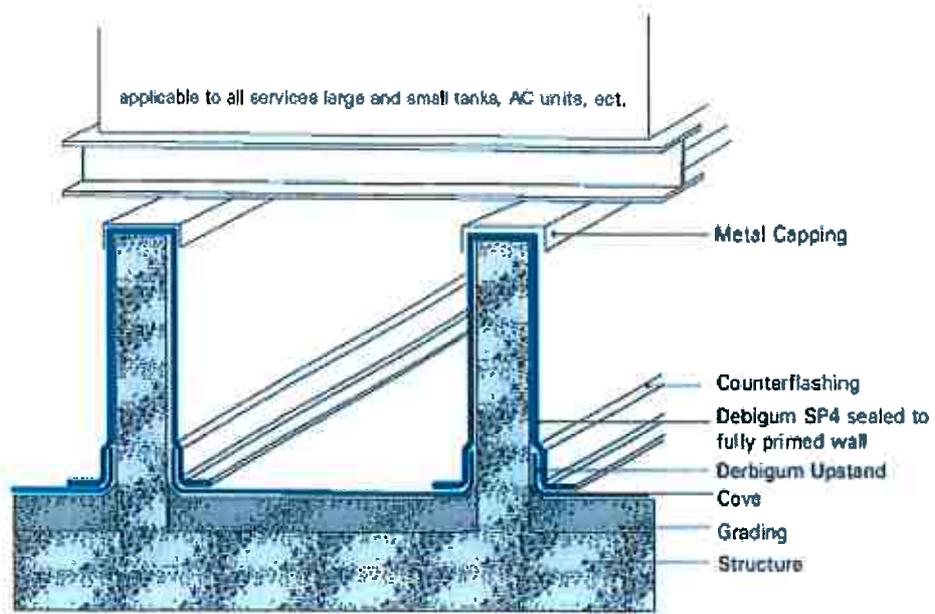
Plinths

Contractor to ensure that double or multiple concrete supports are constructed to such a height to allow adequate access both for the Waterproofing Contractor at the time of installation and for cleaning and maintenance at some future date.

Plinths or bases built on the waterproofing membrane are to be placed on an additional layer of SP4 and not directly to the waterproofing membrane.

Specification

One layer Derbigum SP4 fully sealed (as described for roof areas), up and over plinths with a sheet metal capping detail over the plinths to serve as protection to the membrane. Allow sufficient height for maintenance purposes (600mm).



Joint Venture Agreement



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Project Name:

Refurbishment of Flat Roof Waterproofing, Wall Finishes and Ceilings



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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

1. **PREAMBLE**

This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

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

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

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

for *(brief description of Contract)*

Natalia Building: Refurbishment of Roof Waterproofing, Wall Finishes and Ceilings

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

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

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

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

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

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

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

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

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

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

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

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

2.2 Interpretation

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

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

2.3 Headings

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

2.4 Law

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

2.5 Language

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

2.6 Conflict between Agreement and Contract

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

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

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

3.2 Termination

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

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

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

3.3 Exclusivity

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

3.4 Participation of Members

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

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

3.5 Management

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

3.6 Confidentiality

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

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

3.7 Assignment

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

3.8 Subcontracting Identity document not longer than 3 months

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

3.9 Variations to Agreement

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

3.10 Liability

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

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

4. **MANAGEMENT OF JOINT VENTURE**

4.1 General

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

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

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

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

4.2 Management Committee

4.2.1 Composition

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

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

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

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

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

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management

4.2.2 Meetings

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

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

4.2.3 Decisions

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

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

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

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

4.2.4 Powers and duties

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

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

5 RESOURCES OF JOINT VENTURE

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

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

5.1 Schedule 'A' (General)

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

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

5.2 Schedule 'B' (Financial)

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

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

5.3 Schedule 'C' (Contributions by Members)

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

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

6. BREACH OF AGREEMENT

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

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

7. INSOLVENCY OF MEMBER

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

8. DISPUTES

8.1 Settlement

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

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

8.2 Mediation

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

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

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

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

8.3 Arbitration

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

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

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

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

9. DOMICILIUM

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

Member No. 1

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

For and on behalf of _____ [Company]

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

As witnesses 1. _____ As witnesses 2. _____

Member No. 2

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

For and on behalf of _____ [Company]

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

As witnesses 1. _____

As witnesses 2. _____

Member No. 3

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

For and on behalf of _____ [Company]

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

As witnesses 1. _____

As witnesses 2. _____

[Allow for additional parties as necessary].