

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT

ONE VOLUME APPROACH

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING
THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH
HOSPITAL GATEWAY CLINIC**

Engineer/Principal Agent

Mr. Phumlani Mdlalose
Private Bag X 9041
PIETERMARITZBURG
PIETERMARITZBURG
3200
033 355 5565 - Tel Number
N/A - Fax Number
phumlani.mdlalose@kznworks.gov.za

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 355 5565
Fax Number: N/A

Region:

Head Public Works: Operations
KZN Department of Public Works
X9041
Pietermaritzburg
3200
Tel Number: 033 355 5565
Fax Number: N/A

Tender Number: ZNTM01240W
CIDB Grading: 3EB or 3EP or higher
ECDP Number:

Project Code: 078285
Document Date: As Per Tender Advert
Contract Period: 6 Calendar Months

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

THE TENDER

1. **PART T1: TENDER PROCEDURES**

Page No.

T1.1	Tender Notice and Invitation to Tender	5
T1.2	Tender Data	5
T1.3	Annexure C - Standard Conditions of Tender	9

2. **PART T2: RETURNABLE DOCUMENTS**

T2.1	List of Returnable Documents	3
T2.2	Authority to Sign Tender (T2.2)	1
T2.3	Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	2
T2.4	Special Resolution of Consortia or Joint Venture's (T2.4)	3
T2.5	Joint Venture Involvement Declaration (T2.5)	2
T2.6	Schedule of Proposed Sub-Contractors (T2.6)	1
T2.7	Capacity of Tenderer (T2.7)	3
T2.8	Financial Standing and other resources of Business Declaration (T2.8)	1
T2.9	Preference Points Claim Form (T2.9)	2
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	1
T2.11	Bidder's Disclosure - SBD 4 (T2.11)	3
T2.12	Record of Addenda to Tender Documents (T2.12)	1
T2.13	Particulars of Electrical Contractor (T2.13)	1
T2.14	Schedule of Imported Materials and Equipment (T2.14)	1
T2.15a	Annual Financial Statement for past financial year (2.15)	1
T2.16	Equipment Schedules (T2.16)	1
T2.17	Contractor's Safety, Health and Environmental Declaration (T2.17)	1
T2.18	Compulsory Enterprise Questionnaire (T2.18)	1
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	1
T2.20	Proof of Good Standing With the Compensation Commissioner (T2.20)	1
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	3
T2.21a	Confirm Receipt of Offer and Acceptance (T2.21a)	1
T2.22	Final Bill of Quantity (T2.22)	1
T2.23	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	1
T2.24	Proof of Unemployment Insurance Fund (2.24)	1
T2.25	The National Industrial Participation Programme (T2.25)	2
T2.26	Proof of Registration on the Central Supplier Database (CSD) (T2.26)	1
T2.27	Certified Proof of CIDB Registration Number (T2.27)	1
T2.28	Proof of Deposit (T.28)	1
T2.29	Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	1
T2.30	Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	1
T2.31	OHSE Plan Structure (T2.31)	1
T2.32	Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	1
T2.33	Baseline Risk Assessment (T2.33)	1
T2.34	Functionality Criteria (T2.34)	2
T2.35	Invitation to Tender - SBD 1 (T2.35)	2

THE CONTRACT

3. **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	Form of Offer and Acceptance	1
C1.2	Contract Data	7
C1.3	Form of Guarantee (C1.3)	3

4. **PART C2: PRICING DATA**

C2.1	Pricing Instructions	4
C2.2	Preliminaries for GCC for Construction works - 2nd Edition 2010	18
C2.3	Bills of Quantities	9

5. **PART C3: SCOPE OF WORKS**

C3.1	Scope of Works	7
C3.2	Specification for HIV/AIDS awareness	3
C3.3	HIV/STI Compliance report	2

6. **PART C4: SITE INFORMATION**

C4.1	Site Information	1
------	------------------	---

7. **DRAWINGS**

C5.1	List of Drawings	2
------	------------------	---

8. **ANNEXURES**

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95
Annexure 2	General Electrical Specifications	1 to 31
Annexure 3	Map of Tender submission location	
Annexure 4	Joint Venture Agreement	
Annexure 5	Health and Safety Specification	
Annexure 6	Health and Safety Bill of Quantities	
Annexure 7	Builders Lien Agreement	
Annexure 8	EPWP Employment Contract	
Annexure 9	Attendance Register - Infrastructure and Other projects	
Annexure 10	EPWP Data Collection tool for Phase 3 system	

IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Public Works, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

No alternativeTenders will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Tendering Entity or Tenderer who, on acceptance of the Offer, would become the contractor"



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

THE TENDER



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

PART T1. - TENDER PROCEDURES



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER			
THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285
Advertisement date:	17 May 2024	Closing date:	14 June 2024
Closing time:	11:00	Validity period:	84 Calender Days

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

	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>) All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.
--	---

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

☒	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 3EB or 3EP or higher, class of construction work, are eligible to have their Tenders evaluated.
☒	Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 3EB or 3EP or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 3EB or 3EP or higher or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
☒	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
☒	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
☒	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
☒	Contractor's Safety, Health and Environmental Declaration.
☒	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
☒	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
☒	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)
☒	Certified Proof of UIF Registration (Attach) (T2.24)
☒	Financial Standing and other resources of Business Declaration (T2.8)
☒	Compulsory Enterprise Questionnaire (T2.18)
☒	Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference by means of specific goals
☒	Invitation to Tender - SBD 1

Please note the following for POPIA:

By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. ☐ (TICK)

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

Name of Tenderer: _____

Postal Address: _____

Street Address: _____

Telephone Number: CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING YES ☐ or NO ☐
(T2.19)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022:

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

NOTE		Refer to T2.34 - Functionality Criteria
Functionality requirement:	70	Points
Price:	80	points
1. The Specific Goal/s Allocated Points in terms of this tender:		
Preference points system:		
Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:		
No	Specific Goal	Number of Points Allocated
1	Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business, which is less than 3 months old OR 2) Lease Agreement	5 (For Bidding Entity located in Newcastle Local Municipality)
2	Ownership by Black People Documentary Proof Required: 1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths	10
3	Ownership by People who are Women Documentary Proof Required: 1) Certified copy of Identity Document/s 2) A Central Supplier Database (CSD) Full Report OR 3) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths	2
4	Ownership by People who are Youth Documentary Proof Required: 1) Certified copy of Identity Document/s 2) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths OR 3) SANAS approved B-BBEE Certificate OR 4) Certified copy of the original SANAS approved B-BBEE approved certificate	3

Notes:

- 1 The successful Tenderer will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Tenderers should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 This Tender is subject to the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for Functionality.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address :

191 Prince Alfred Street, Pietermaritzburg, 3200

A non-refundable tender deposit of R330 is payable as per the tender advertisement , on collection of the Tender documents. The Tenderers must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: KZN PROV GOV-WORKS
Bank Name: STANDARD BANK
Account Number: 052106446
Bank Code: 057525
Reference No: Ref No 14019605

The Tenderer must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

COMPULSORY CLARIFICATION MEETING

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

Madadeni Hospital; Madadeni Section 6, Newcastle, 2940

on: **As per Tender Advertisement**

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

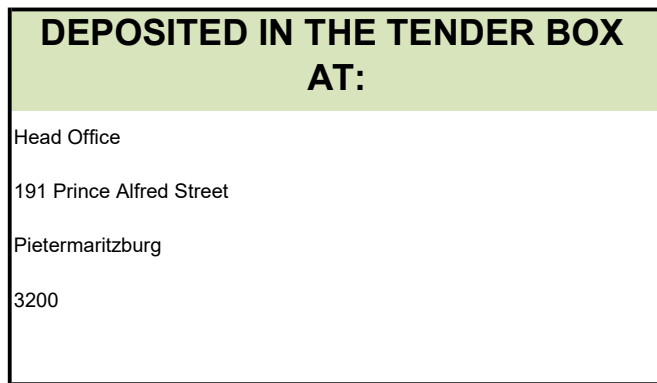
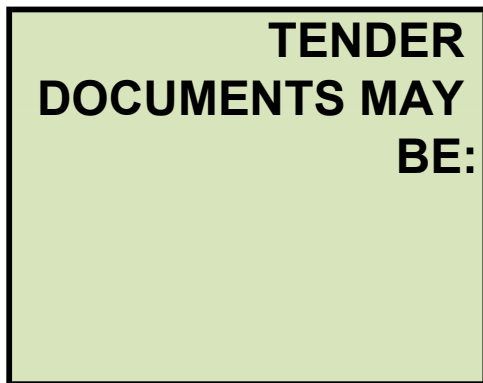
DOPW Project Manager:	Mr. Phumlani Mdlalose	Telephone no:	033 355 5565
Cell no:	072 574 6460	Fax no:	N/A
E-mail:	phumlani.mdlalose@kznworks.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data document**.

All tenders must be submitted on the official forms – (not to be re-typed)





KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Project Code:	078285		
Tender no:	ZNTM01240W	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days
Clause number:			
	The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.		
C.1.1	The Employer is the Head: Public Works (KZN Department of Public Works-Province of KwaZulu-Natal) For this contract the <u>single volume</u> approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts." The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.		
C.1.2	The single volume procurement document issued by the Employer comprises the following: TENDER Part T1: Tendering procedures T1.1 - Tender Notice and Invitation to Tender T1.2 - Tender Data T1.3 - Annexure C - Standard Conditions of Tender Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule) CONTRACT Part C1: Agreements and Contract Data C1.1 - Form of Offer and Acceptance C1.2 - Contract Data C1.3 - Form of Guarantee (C1.3) Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of works C3.1 - Scope of Works C3.2 - Specification for HIV/AIDS awareness C3.3 - HIV/STI Compliance report C3.4 - Project Specific Construction Safety, Health and Environmental Specification C3.5 - Supplementary Preambles Part C4: Site information C4.1 - Site Information C4.2 - EPWP Employment Contract		

Part 5: List of Drawings/Annexure's	
C5.1 -	List of Drawings
C5.2 -	Standard Preambles for all Trades (Rev 3) - DOH 2009
C5.3 -	General Electrical Specifications
C5.4 -	Map of Tender submission location
C5.5 -	Joint Venture Agreement
C5.6 -	Health and Safety Specification
C5.7 -	Health and Safety Bill of Quantities
C5.8 -	Builders Lien Agreement
C5.9 -	EPWP Employment Contract
C5.10	Attendance Register - Infrastructure and Other projects
C5.11	EPWP Data Collection tool for Phase 3 system
C.1.4	The Employer's agent (Engineer/Principal Agent) is:
	Name: Mr. Phumlani Mdlalose
	Capacity: Principal Agent/Engineer
	Address: Private Bag X 9041 , PIETERMARITZBURG , 3200
	Tel: 033 355 5565
	Fax: N/A
	E-mail: phumlani.mdlalose@kznworks.gov.za
	Responsible person: Mr. Phumlani Mdlalose
	The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"
C.1.6	PP2-Competitive Selection Procedure Design by Employer
	PP2B-Open Procedure
	Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender
	A contract will only be entered into with a Tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff during the contract validity of the contract.
	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 3EB or 3EP or higher class of construction work, are eligible to have their tenders evaluated.
	Joint ventures are eligible to submit tenders provided that:
	1 every member of the joint venture is registered with the CIDB;
	2 the lead partner has a contractor grading designation in the 3EB or 3EP or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status
	3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 3EB or 3EP or higher or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
	See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.

C.2.12	Alternative tender offer permitted: Yes ☐ No ☒ If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
	Only the complete Service as per the Bills of Quantities
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender .
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender .
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender .
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: KZN Department of Public Works, 191 Prince Alfred Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid

C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents. A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.13	Tender offers will only be accepted if: (a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderer is registered with: i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderer submitted Authority to Sign the tender. (i) the Tenderer submitted Financial standing & other resources of Business Declaration. (j) the Tenderer submitted Equipment Schedules, if applicable. (k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderer submitted Preference Certificate, if applicable. (m) the Tenderer submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderer submitted Bidder's Disclosure. (o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality' as per Tender Data scheduled requirements Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.
C.3.15	Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderer one copy of the signed contract document and one copy of an unpriced bills of quantities



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

C.1.3 Interpretation

C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **tender data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1

Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2

All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3

At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4

The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1

Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2

Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

- C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.
- C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

- C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

- C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
 - has been properly and fully completed and signed, and
 - is responsive to the other requirements of the tender documents.
- C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- the gross misplacement of the decimal point in any unit rate;
 - omissions made in completing the pricing schedule or bills of quantities; or
 - arithmetic errors in:
 - line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete Adjudicator's Contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the Award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Project Manager:	Mr. Phumlani Mdlalose	Tender no:	ZNTM01240W

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (T2.4)	Yes	
Schedule of Proposed Sub-Contractors (T2.6)	Yes	
Joint Venture Involvement Declaration (T2.5)	Yes	
Capacity of Tenderer (T2.7)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Contractor's Safety, Health and Environmental Declaration (T2.17)	Yes	
Complete Priced Bill of Quantities (T2.22)	Yes	
Certified Proof of CIDB Registration Number (T2.27)	Yes	
Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	Yes	
Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	Yes	
Functionality Criteria (T2.34)	Yes	
Invitation to Tender - SBD 1 (T2.35)	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Certified Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Proof of payment of Tender deposit (T2.28)	Yes	
Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	Yes	
Certified Proof of UIF Registration (Attach) (T2.24)	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T2.26)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Particulars of Electrical Contractor (T2.13)	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material (T2.16)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Confirm Receipt of Offer and Acceptance (T2.21a)	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Bill of Quantities (T2.22)	Yes	
Form of Guarantee (C1.3)	Yes	
List of Drawings/Annexure's (C5.1)	Yes	
The National Industrial Participation Programme (T2.25)	Yes	
Required Structure of Contractor's detailed OHSE Plan (T2.31)	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	Yes	
Base line Risk Assessment (T2.33)	Yes	

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable	
Proof of working capital of at least 25% of project value (For the deposit of the generator set, bulk tank, and Kiosk. Site establishment, construction of plinth and installation of cables). The contractor is to provide a stamped bank statement for the last three (3) months from the tender advert date showing the balance value of 25% of the project value.	Yes	
One (1) to three (3) letters of credit reference from registered Electrical Manufacturers or Suppliers with a combined minimum credit limit of R 600 000,00. The letters shall be stamped and not older than three (3) from the tender advert date. - One to three letters with a combined credit limit of R 200 000,00 = 5 points - One to three letters with a combined credit limit of R 400 000,00 = 10 points - One to three letters with a combined credit limit of R 600 000,00 = 15 points	Yes	
Detailed schedule of resources available for the project, including the following: - Site/Contracts Manager = 5 pts - Electrician with an electrical trade test certificate = 5 pts (certified copy of the trade test certificate shall be attached to the schedule)	Yes	
Detailed schedule of resources available for the project, including the following: - Site/Contracts Manager = 5 pts - Electrician with an electrical trade test certificate = 5 pts (certified copy of the trade test certificate shall be attached to the schedule)	Yes	
Detailed curriculum vitae (CV) of each team member with traceable reference. Certified copies of certificates or qualifications of qualified professionals in their full employment shall be attached. The Tenderer shall provide a detailed CV for the following personnel: Site/Contracts Manager 1 - 2 years post qualification experience = 2 pts; 2 - 3 years post qualification experience = 3 pts; over 3 years post qualification experience = 5pts	Yes	
Schedule of experience on three (3) projects of similar nature (Generator Set installation) with a minimum project value of R 1 000 000,00. Letters of award and practical completion certificates for each of the three (3) projects shall be attached. - One (1) Award letter and Practical Completion Certificate = 5 pts - Two (2) Award Letters and Practical Completion Certificates = 10 pts - Three (3) Award Letters and Practical Completion Certificates = 15 pts	Yes	
Letter from a registered financial institution confirming intention to issue a provision of a 5% contract value guarantee.	Yes	
Detailed method statement for site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	Yes	
Detailed method statement for OHS Management, compliance and reporting. Tenderer to provide OHS File	Yes	
Detailed method statement for the acquisition, installation, and commissioning of 300 kVA Generator	Yes	
Detailed method statement for the acquisition and installation of 4500 litres Bulk tank	Yes	
Detailed method statement for acquisition and installation of Kiosk	Yes	
Detailed method statement for the construction of concrete plinths	Yes	
Detailed method statement for the acquisition and installation of cables	Yes	
Detailed method statement for the acquisition and installation of fence	Yes	
Detailed method statement for training of staff	Yes	
Detailed method statement for Data Logging and Infrared Scanning	Yes	
Detailed method statement for Transporting of Generator from Madadeni Hospital to Ladysmith Hospital	Yes	
Detailed method statement for Installation and Commissioning of Generator in Ladysmith Gateway clinic	Yes	

T2.2 AUTHORITY TO SIGN TENDER

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

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

RESOLVED that:

- The Enterprise submits a Tender to the KZN Department of Public Works in respect of the following project:

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC

Tender Number: **ZNTM01240W**

2.

*Mr./Mrs./Ms: _____

in *his/her capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____ *(Authorised Signatory)*

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to this Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

- * Delete which is not applicable.
- NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
- In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corpora - tion must be attached to this tender.

ENTERPRISE STAMP (If Any)

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

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

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

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the KZN Department of Public Works in respect of the following project:

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Tender Number: **ZNTM01240W**

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

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

ENTERPRISE STAMP (If Any)

Deemed to satisfy joint venture arrangements

Grading 2 + Grading 2 + Grading 2
Grading 3 + Grading 3 + Grading 3
Grading 4 + Grading 4
Grading 4 + Grading 3 + Grading 3
Grading 5 + Grading 5
Grading 5 + Grading 4 + Grading 4
Grading 6 + Grading 6
Grading 6 + Grading 5 + Grading 5
Grading 7 + Grading 7 + Grading 7
Grading 8 + Grading 8 + Grading 8

Designation

= 3
= 4
= 5
= 5
= 6
= 6
= 7
= 7
= 8
= 9

Tenderers who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this Tender.

THE CIDB JOINT VENTURE GRADING DESIGNATION CALCULATOR sums the capacity of all joint venture partners and calculates a grading designation for the joint venture

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

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

RESOLVED that:

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

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Tender Number: **ZNTM01240W**

Project Code: **078285**

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TenderDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 2			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TENDERERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 3			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TenderDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Signed - Party No. 1

I/We (Full Name) _____

duly authorised in my capacity as _____

Of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such Tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

Signed - Party No. 2

I/We (Full Name) _____

duly authorised in my capacity as _____

Of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

Signed - Party No. 3

I/We (Full Name) _____

duly authorised in my capacity as _____

Of (Enterprise name) : _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative _____ Date _____

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house **are registered as home builders with the National Home Builders Registration Council.**

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1						
	CIDB Registration Number:					
2						
	CIDB Registration Number:					
3						
	CIDB Registration Number:					
4						
	CIDB Registration Number:					
5						
	CIDB Registration Number:					
Name of authorised representative		Signature		Capacity		Date
Name of Enterprise:						

T2.7 CAPACITY OF TENDERER			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

1. **WORK CAPACITY:** (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

- 1.1. **Artisans and Employees:** (*Artisans and Employees to be, or are, employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

- 1.2. **Provide full particulars of the following Assets:** (*Assets owned and to be hired - Indicate owned assets*)

Machinery	Plant	Equipment	Vehicles

- 1.3. **Workshops:**

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:
(Any other client's tender must also be included)

Tender No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date Tender submitted	Contact Detail

2. PARTICULARS OF THE TENDERERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Tenderer		Signature of authorised representative	Date
------------------	--	--	------

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR		
Tender no:	ZNTM01240W	Project Code:	078285
(a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system. (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts. (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time. (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that: (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION), (ii) he/she has additional Human Resources available to successfully complete this project. (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.) (e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents. I, the undersigned, _____ (name of person authorized to sign on behalf of the Tenderer) understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully. Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender. I accept and understand that the KZN Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false. Duly signed at..... on this the..... day of..... 20..			
Full Name of Signatory		Name of Enterprise	
Capacity of Signatory		Signature of authorised representative	

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022													
Project Title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OP												
Tender Number:	ZNTM01240W												
Project Code:	078285												
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022													
This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals. NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022 1. GENERAL CONDITIONS 1.1 The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). 1.2 To be completed by the organ of state (delete whichever is not applicable for this tender). a) The applicable preference point system for this tender is the 90/10 preference point system. b) The applicable preference point system for this tender is the 80/20 preference point system. c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received. 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and (b) Specific Goals. 1.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 60%;"></th> <th style="width: 40%; text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td>Total points for Price and SPECIFIC GOALS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state. 2. DEFINITIONS (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation; (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts; (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES 3.1. POINTS AWARDED FOR PRICE 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> 80/20 or 90/10 $Ps = 80(1 - (Pt - Pmin) / (Pmin - Pmax)) \text{ or } Ps = 90(1 - (Pt - Pmin) / (Pmin - Pmax))$ </td> <td style="width: 50%; padding: 5px;"> Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender </td> </tr> </table> 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.1. POINTS AWARDED FOR PRICE A maximum of 80 or 90 points is allocated for price on the following basis: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> 80/20 or 90/10 $Ps = 80(1 + (Pt - Pmax) / (Pmax - Pmin)) \text{ or } Ps = 90(1 + (Pt - Pmax) / (Pmax - Pmin))$ </td> <td style="width: 50%; padding: 5px;"> Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender </td> </tr> </table>			POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100	80/20 or 90/10 $Ps = 80(1 - (Pt - Pmin) / (Pmin - Pmax)) \text{ or } Ps = 90(1 - (Pt - Pmin) / (Pmin - Pmax))$	Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender	80/20 or 90/10 $Ps = 80(1 + (Pt - Pmax) / (Pmax - Pmin)) \text{ or } Ps = 90(1 + (Pt - Pmax) / (Pmax - Pmin))$	Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender
	POINTS												
PRICE	80												
SPECIFIC GOALS	20												
Total points for Price and SPECIFIC GOALS	100												
80/20 or 90/10 $Ps = 80(1 - (Pt - Pmin) / (Pmin - Pmax)) \text{ or } Ps = 90(1 - (Pt - Pmin) / (Pmin - Pmax))$	Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender												
80/20 or 90/10 $Ps = 80(1 + (Pt - Pmax) / (Pmax - Pmin)) \text{ or } Ps = 90(1 + (Pt - Pmax) / (Pmax - Pmin))$	Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender												

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered		5		
Ownership by Black People		10		
Ownership by People who are Women		2		
Ownership by People who are Youth		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company Registration Number :.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285
Site Inspection Date:		As per Tender Advertisement	

This is to certify that I, _____ (Name of authorised Representative)
representing _____ (Name of Enterprise)
visited the site on: _____ (Date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Tenderer	Signature	Date

Name of DOPW Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.



Departmental Stamp:

T2.11 BIDDER'S DISCLOSURE - SBD 4

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE PRINT THE PDF VERSION OF THE BIDDER'S DISCLOSURE - SBD4 AND ATTACH TO THE BID DOCUMENT. NO CHANGES / AMENDMENTS MUST BE MADE TO THE SBD4 NATIONAL TREASURY FORM.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

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

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		Date	
Name		Position	
Tenderer			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

Name of Electrical Contractor: _____

Address: _____

Telephone Number: _____
(Area Code)(Number)

Fax Number: _____
(Area Code)(Number)

Registration number at the Department of Labour:	
---	--

Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

This schedule should be completed by the tenderer. (Attach additional page(s) if more space is required)

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

FORMULA:

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

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location. [http://en.wikipedia.org/wiki/Bill_of_lading]*

Name of authorised representative	Signature	Date

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285
ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES <u>NOTE</u> In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE			

T2.16 EQUIPMENT SCHEDULES			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

The Tenderer shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

TECHNICAL DATA: STANDBY GENERATOR

SEE ATTACHED SCHEDULE OF EQUIPMENT ON THE NEXT PAGE

**PART FOUR
SCHEDULE OF EQUIPMENT**

1. GENERAL

Tenderers must complete the following schedule of information and are to submit with their Tender comprehensive literature on the equipment offered including countries of origin.

FAILURE TO COMPLETE AND SIGN THIS SCHEDULE IN ITS ENTIRETY SHALL LEAD TO DISQUALIFICATION OF THE BID.

2. DIESEL ENGINE

- a) Make and Model _____
- b) Type (two or four stroke) _____
- c) Performance Parameters
 - i. Rated output at sea level:
Prime Power (kVA / kW) _____
Standby Power (kVA / kW) _____
 - ii. Rated output at 1220 metres above sea level:
Prime Power (kVA / kW) _____
Standby Power (kVA / kW) _____
 - iii. Ambient air temperatures at 1220 metres above sea level:
Minimum °C _____
Maximum °C _____
- d) Governed speed _____
- e) Number of cylinders _____
- f) Diameter of cylinders (mm) _____
- g) Stroke of piston (mm) _____
- h) Piston speed (m/minute) _____
- i) Type of air cleaner _____
- j) Type of lubricating oil filter _____
- k) Make and type of injection system _____
- l) Type and number of fuel filters _____
- m) Manufacturer and type of turbo-charger _____
- n) Manufacturer and type of governor _____
- o) Maximum cyclic variations _____

- p) Speed variation for sudden release or application of load:
- Temporary _____
 - Permanent _____
- q) 100% Rated full load may be applied seconds after initiation of starting sequence _____
- r) Specific fuel consumption at full load. Litres/ Hour (submit curves) _____
- s) Air quantity required for engine cooling (cu m/min) _____
- t) Cross sectional area of radiator air discharge outlet _____

3. **STARTER BATTERY**

- Manufacturer _____
- Type _____
- Capacity _____
- Voltage _____

4. **ALTERNATOR**

- Make _____
- Type _____
- Type of bearings _____
- Method of lubrication _____
- Rated load at 0.8 power factor at 400/ 230 Volt 50 Hz 3 Phase
 - Continuous rating _____ kVA _____ Amps _____
- Efficiency of alternator at full load _____
- Output voltage within governed speed range at:
 - No load _____ Volts
 - 50% load _____ Volts
 - 100% load _____ Volts
 - 110% load _____ Volts

5. **CONTROL PANEL**

- Manufacturer _____
- Dimensions of panel (L x W x H) _____
- Type of control equipment _____
- Type, make and rating of 4 pole bypass switch _____

- e) Type, make and rating of 4 pole automatic changeover switch _____
- f) Rupturing capacity at rated voltage of mains circuit _____ kA
- g) Method of tripping employed in main circuit breaker _____
- h) Range of load setting of main circuit breaker _____
- i) Electrical and mechanical interlock: YES _____ NO _____ TYPE _____

5.1 VOLTMETER

Make and type _____

Dial dimensions _____

BSS accuracy _____

5.2 MAXIMUM DEMAND AMMETERS

Make and type _____

Dial dimensions _____

Time lag _____

BSS accuracy _____

5.3 SELF-BUNDED FUEL TANK

Base tank size _____

Bulk tank size _____

Bulk tank manufacturer and model number _____

5.4 EXHAUST SYSTEM

Exhaust material _____

Exhaust material, silencer and outlet pipe _____

5.5 MASS OF GENERATOR SET

5.6 OVERALL DIMENSIONS OF GENERATOR SET

Length _____

Height _____

Width _____

5.7 TYPE AND RATING OF EQUIPMENT TO BE USED FOR LOAD TESTS

5.8 COMPANY NAME AND ADDRESS OF BULK TANK INSTALLATION

IS THE TENDERER A DIESEL GENERATOR SET MANUFACTURER WITH LOCAL MANUFACTURING AND BACKUP FACILITIES

_____ **YES / NO** _____

IS THE TENDER 100% TO SPECIFICATION _____ **YES / NO** _____

If the answer is NO, provide reasons for the deviation from specification.

SIGNATURE OF TENDERER _____

DATE _____

COMPANY STAMP

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
- I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
- I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
- I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
- I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
- I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - Client's Construction Safety, Health and Environmental Specification.
 - Approved Construction Safety, Health and Environmental Plan.
 - Occupational Health and Safety Act, Act 85 of 1993.
 - Construction Regulations of February 2014.
- I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Tenderer

T2.18 Compulsory Enterprise Questionnaire			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

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

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIDB registration number, if any:	
Section 4: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name			
Position			
Enterprise name			

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

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement Tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Tendering Entity Tax Reference Number	

Name of Tenderer:

Signature of tenderer:

Date:

T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER
--

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE
COMPENSATION COMMISSIONER, TO THIS PAGE FOR
ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: ZNTM01240W

OFFER

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

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount (in words):	
Amount in figures:	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	<i>(Name and address of employer)</i>		
Name and signature of witness			

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.1.1. Subject:

Details:

1.1.2. Subject:

Details:

1.1.3. Subject:

Details:

1.1.4. Subject:

Details:

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

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

T2.21a CONFIRMATION OF RECEIPT

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC

Tender no.:	ZNTM01240W	Project Code:	078285
--------------------	------------	----------------------	--------

The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

**ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO
THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE **UIF** TO THIS
PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your tender

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderDERS AND SUCCESSFUL TenderDERS (CONTRACTORS)

- 3.1 Tenderders are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number: _____	Closing date: _____
Name of tenderer: _____	
Postal address: _____ _____	
Signature: _____	Name (in print): _____
Date: _____	

T2.26 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Bid no:	ZNTM01240W	Project Code:	078285

ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.27 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER
--

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS REGISTERED WITH THE CONSTRUCTION
INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE
FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :

T2.28 - PROOF OF PAYMENT OF TENDER DEPOSIT

Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

ATTACH A COPY OF PROOF OF PAYMENT WHERE
AVAILABLE OF THE TENDER DEPOSIT BY THE TENDERER,
TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the tender deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

T2.29 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL TENDERER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNTM01240W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to tender;
 - Tax Compliance Status (TCS) **PIN**;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for SPECIFIC GOAL/S, for this tender in terms of the Preferential Procurement Regulations 2022;
 - Bidder's Disclosure;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

<u>Witnesses:</u>	
1.	
2.	
Date: _____	

T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as _____

accepts your tender under reference ZNTM01240W dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _____ ON _____
[Place] [Date]

NAME (PRINT): _____

SIGNATURE: _____

OFFICIAL STAMP:

Witnesses:

1. _____

2. _____

Date: _____

T2.31 - OHSE PLAN STRUCTURE			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
--

SEE ATTACHED HEALTH AND SAFETY SPECIFICATION (ANNEXURE 5)
--

T2.32 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
Tender no:	ZNTM01240W
Project Code:	078285

SEE ATTACHED HEALTH AND SAFETY SPECIFICATION (ANNEXURE 5)

T2.33 - BASELINE RISK ASSESSMENT			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

SEE ATTACHED HEALTH AND SAFETY SPECIFICATION (ANNEXURE 5)

T2.34 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should score a minimum of 70 points. Tenderers to note that there are sub-minimum points for Evaluation Criteria 1 and 3 (Tenderers should score a minimum of 20 points for each Evaluation Criteria 1 & 3, failing which tenderers are eliminated from further consideration).

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria
1. Financial Standing	1. Stamped Bank Statement for the last three (3) months from the tender advert date with a bank balance of 25% of the project value. 2. One (1) to three (3) letters of credit reference from registered electrical manufacturers or suppliers (not older than three months from the tender advert date) with a combined minimum credit limit of R 600 000,00.	30 Points 20 sub-min	15 Sub-points	Proof of working capital of at least 25% of project value (For the deposit of the generator set, bulk tank, and Kiosk. Site establishment, construction of plinth and installation of cables). The contractor is to provide a stamped bank statement for the last three (3) months from the tender advert date showing the balance value of 25% of the project value.
			15 Sub-points	One (1) to three (3) letters of credit reference from registered Electrical Manufacturers or Suppliers with a combined minimum credit limit of R 600 000,00. The letters shall be stamped and not older than three (3) from the tender advert date. - One to three letters with a combined credit limit of R 200 000,00 = 5 points - One to three letters with a combined credit limit of R 400 000,00 = 10 points - One to three letters with a combined credit limit of R 600 000,00 = 15 points
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity, and relevant project experience. 1. Site/Contracts Manager 2. Electrician with Trade test certificate. 3. Electrician with Wiremans Licence certificate	15 Points	15 Sub-points	Detailed schedule of resources available for the project, including the following: - Site/Contracts Manager = 5 pts - Electrician with an electrical trade test certificate = 5 pts (certified copy of the trade test certificate shall be attached to the schedule) - Electrician with wiremans licence = 5 pts (certified copy of the wiremans licence shall be attached to the schedule)
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	1. Detailed CV for Contracts Manager 2. Detailed CV for Electrician with Trade Test Certificate. 3. Detailed CV for Electrician with Wireman's Licence. 4. Letters of Award and Practical Completion Certificates for three projects of similar nature (Generator Set Installation).	30 Points 20 sub-min	15 Sub-points	Detailed curriculum vitae (CV) of each team member with traceable reference. Certified copies of certificates or qualifications of qualified professionals in their full employment shall be attached. The Tenderer shall provide a detailed CV for the following personnel: Site/Contracts Manager 1 - 2 years post qualification experience = 2 pts; 2 - 3 years post qualification experience = 3 pts; over 3 years post qualification experience = 5pts Electrician with Electrical Trade Test Certificate 1 - 2 years experience post obtaining electrical trade test certificate = 2 pts; 2 - 3 years experience post obtaining electrical trade test certificate = 3 pts; over 3 years experience post obtaining electrical trade test certificate = 5pts Electrician with Wiremans Licence 1 - 2 years experience post obtaining wiremans licence = 2 pts; 2 - 3 years experience post obtaining wiremans licence = 3 pts; over 3 years experience post obtaining wiremans licence = 5pts
			15 Sub-points	Schedule of experience on three (3) projects of similar nature (Generator Set installation) with a minimum project value of R 1 000 000,00. Letters of award and practical completion certificates for each of the three (3) projects shall be attached. - One (1) Award letter and Practical Completion Certificate = 5 pts - Two (2) Award Letters and Practical Completion Certificates = 10 pts - Three (3) Award Letters and Practical Completion Certificates = 15 pts NB: Tenderers to note that there are no part points (For each project, Tenderers shall submit both the Award Letter and Practical Completion Certificate to score points).
4. Tenderers ability to provide a Letter of Intent for the provision of a guarantee	Original Letter of intent on a Bank's letterhead to provide an on-demand construction guarantee of 5% of the project value.	5 Points	5 Sub-points	Letter from a registered financial institution confirming intention to issue a provision of a 5% contract value guarantee.
5. Methodology and Approach	Detailed method statements and programme to be submitted.	20 Points	3 Sub-points	Detailed method statement for site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.
			3 Sub-points	Detailed method statement for OHS Management, compliance and reporting. Tenderer to provide OHS File
			2 Sub-points	Detailed method statement for the acquisition, installation, and commissioning of 300 kVA Generator
			2 Sub-points	Detailed method statement for the acquisition and installation of 4500 litres Bulk tank
			1 Sub-points	Detailed method statement for acquisition and installation of Kiosk
			1 Sub-points	Detailed method statement for the construction of concrete plinths
			1 Sub-points	Detailed method statement for the acquisition and installation of cables
			1 Sub-points	Detailed method statement for the acquisition and installation of fence
			1 Sub-points	Detailed method statement for training of staff
			1 Sub-points	Detailed method statement for Data Logging and Infrared Scanning
			2 Sub-points	Detailed method statement for Transporting of Generator from Madadeni Hospital to Ladysmith Hospital
			2 Sub-points	Detailed method statement for Installation and Commissioning of Generator in Ladysmith Gateway clinic

TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS			
Evaluation Criteria		Points	
Deliverables / Goal		Points	
Price	A maximum of 80 or 90 Points is allocated for Price.	80	Points
Specific Goal 1	Promotion of enterprises located in a specific municipal area for work to be done or	5	Points
Specific Goal 2	Ownership by Black People	10	Points
Specific Goal 3	Ownership by People who are Women	2	Points
Specific Goal 4	Ownership by People who are Youth	3	Points

PART A									
INVITATION TO TENDER - SBD 1									
YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS									
TENDER NUMBER:	ZNTM01240W	CLOSING DATE:	As Per Tender Advert				CLOSING TIME:	11:00	
DESCRIPTION	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATION THEATRE								
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT									
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)									
OLIVER TAMBO HOUSE; 191 PRINCE ALFRED STREET; PIETERMARITZBURG; 3200									
SUPPLIER INFORMATION									
NAME OF TENDERER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE				NUMBER				
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE				NUMBER				
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
	TCS PIN:				CSD No:				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes				B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes			
	No					No			
If YES, State the name of the verification agency accredited by SANAS									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS	YES		NO	
[IF YES ENCLOSE PROOF]					(IF YES ANSWER PART B:3 BELOW)				
SIGNATURE OF TENDERER					DATE				
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED					TOTAL TENDER PRICE (ALL INCLUSIVE)				
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT/ PUBLIC ENTITY	KZN DEPARTMENT OF PUBLIC WORKS				CONTACT PERSON	Mr Phumlani Mdlalose			
CONTACT PERSON					TELEPHONE NUMBER	033 355 5565			
TELEPHONE NUMBER					FACSIMILE NUMBER	N/A			
FACSIMILE NUMBER					E-MAIL ADDRESS	phumlani.mdlalose@kznworks.gov.za			
E-MAIL ADDRESS									

PART B				
TERMS AND CONDITIONS FOR TENDERING - SBD 1				
1. TENDER SUBMISSION:				
1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE				
1.3. TENDERERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.4. WHERE A TENDERER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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, OR BY VISITING THEIR WEBSITE AT WWW.SAICE.ORG.ZA ; AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
2. TAX COMPLIANCE REQUIREMENTS				
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.				
2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER.				
2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.				
2.6 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.				
3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS				
3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.				

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS**



KWAZULU-NATAL PROVINCE

**PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA**

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING
THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH
HOSPITAL GATEWAY CLINIC**

Engineer/Principal Agent

Mr. Phumlani Mdlalose
Private Bag X 9041
PIETERMARITZBURG
PIETERMARITZBURG
3200
033 355 5565 - Tel Number
N/A - Fax Number
phumlani.mdlalose@kznworks.gov.za

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 355 5565
Fax Number: N/A

Region:

Head Public Works: Operations
KZN Department of Public Works
X9041
Pietermaritzburg
3200
Tel Number: 033 355 5565
Fax Number: N/A

Tender Number: ZNTM01240W

CIDB Grading: 3EB or 3EP or higher

ECDP Number:

Project Code: 078285

Document Date: As Per Tender Advert

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

THE CONTRACT



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

C1 - AGREEMENT AND CONTRACT DATA



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTM01240W



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

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.



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR:	
MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC	
Tender no:	ZNTM01240W
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement . Spaces requiring information must be filled in, shown as 'not applicable' or deleted <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: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal) Postal address: Private Bag X 9041 PIETERMARITZBURG 3200 Tel: 033 355 5565 Fax: N/A
[1.2.1.2]	Physical address: 191 Prince Alfred Street PIETERMARITZBURG 3200
[1.1.1.16]	Employers Agent 1 Mr. Phumlani Mdlalose Agent's service: Engineer/Principal Agent Postal address: Private Bag X 9041 PIETERMARITZBURG 3200 Tel: 033 355 5565 Fax: N/A
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works
Latent Defect Period	
[5.16.3]	The latent defect period is: 5 years after the Final Approval Certificate
Documentation required before Commencement of the Works:	
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity with the tender document.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements

[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days										
	Non-Working days										
[5.8.1]	Non-Working days Saturdays & 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-24 ends 12-Jan-25 Second Year end break - commences N/A ends N/A Third Year end break - commences N/A ends N/A Fourth Year end break - commences N/A ends N/A										
[3.1.3]	Engineer/Principal Agent to consult with Employer 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.										
[6.2.1]	Security The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.										
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option										
	Commencement Date Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.										
	<i>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any)</i> <i>The agreement ("this document") consists of;</i> 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)										
[5.3.1]	The contractor shall commence executing the Works within 14 calendar days from the Commencement Date.										
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer .										
[5.6.1]	The Contractor shall deliver his programme of works within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
	CONTRACT DETAILS										
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.										
[1.1.1.30]	Site description: Refer to document C4 – Site Information.										
	Specific options that are applicable to a State organ only Where so :										
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed 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: <table border="1"><tr><td>Yes</td><td>No</td><td>X</td></tr></table> 3) Payment will be made for materials and goods: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td></tr></table> 4) Dispute resolution by litigation: <table border="1"><tr><td>Yes</td><td>No</td><td>X</td></tr></table> 5) Extended defects liability period applicable to the following elements: <table border="1"><tr><td>All works</td></tr></table>	Yes	No	X	Yes	X	No	Yes	No	X	All works
Yes	No	X									
Yes	X	No									
Yes	No	X									
All works											
[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: 3000000										
[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: To be determined										
[5.5.1]	For the works as a whole: The whole of the works shall be completed within: 6 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										

	For the works in sections: The date for practical completion from the commencement date and the penalty per calendar day: Portion 1: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 2: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 3: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 4: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 5: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 6: N/A 0.04% of the Contract Price, rounded to the nearest R10 [1.3.2] The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is 5%. The 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: 5.00% 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 <u>construction period exceeds 6 months and the contract exceeds R1,000,000.00</u>, 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. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."
[6.8.3]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[5.14.5]	The following clause must be added to clause 5.14.5: [5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	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: - 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. - 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. - Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted. Alternative Indices: Not Applicable Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	Clause [1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [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. [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. 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. 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. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

	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: (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
	[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer) [1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
	[4.4.1] Add the following to the clause 4.4.1: "<i>The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender</i>" [6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS". [6.10.6.2] Replace "<i>at the prime overdraft rate, as charged by the Contractor's Bank,</i>" with "<i>..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).</i>" Omit "<i>on all overdue payments from the date on which the same should have been paid...</i>" and replace with "<i>only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue...</i>"
[5.12.3]	SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: "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; 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 n/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."
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	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."
[6.2.2]	Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."
[6.2.3]	Add to clause 6.2.3 the following "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
[9.3.2.2]	Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property." Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows: (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 MANAGING PROJECT DURATION (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item. (b) Activity-and total float shall belong to the Employer. (c) The Contractor shall deliver his programme of works within 14 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE																																																						
(a)	The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.																																																					
(b)	Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met: (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision. 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. 2. No claims for stoppages less than 2(two) hours per day shall be considered. 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days. 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th colspan="2" rowspan="2">Description</th> <th colspan="5">Months</th> <th rowspan="2">Total</th> </tr> <tr> <th>Sept</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Jan</th> </tr> <tr> <th colspan="2"></th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> </tr> <tr> <td>Programmed</td> <td>Rain days</td> <td>0</td> <td>30</td> <td>30</td> <td>15</td> <td>15</td> <td>90</td> </tr> <tr> <td>Actual</td> <td>Rain days</td> <td>16</td> <td>22</td> <td>35</td> <td>15</td> <td>18</td> <td>106</td> </tr> <tr> <td>Difference</td> <td></td> <td>-16</td> <td>8</td> <td>-5</td> <td>0</td> <td>-3</td> <td>-16</td> </tr> <tr> <td colspan="6"></td> <td>Estimated Extension of time - in working days</td> <td>2</td> </tr> </table> <i>See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.</i>	Description		Months					Total	Sept	Oct	Nov	Dec	Jan			Hours	Hours	Hours	Hours	Hours	Hours	Programmed	Rain days	0	30	30	15	15	90	Actual	Rain days	16	22	35	15	18	106	Difference		-16	8	-5	0	-3	-16							Estimated Extension of time - in working days	2
Description				Months						Total																																												
		Sept	Oct	Nov	Dec	Jan																																																
		Hours	Hours	Hours	Hours	Hours	Hours																																															
Programmed	Rain days	0	30	30	15	15	90																																															
Actual	Rain days	16	22	35	15	18	106																																															
Difference		-16	8	-5	0	-3	-16																																															
						Estimated Extension of time - in working days	2																																															
8 hrs/day*																																																						
Tender no:	ZNTM01240W 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 : <i>[Amount in words]</i> Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11) <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 60%;">The preliminaries amounts shall be paid in terms of:</td> <td style="width: 20%;">*Alternative A</td> <td style="width: 20%;">Yes</td> </tr> <tr> <td></td> <td>**Alternative B</td> <td>N/A</td> </tr> </table> * 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.	The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes		**Alternative B	N/A																																															
The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes																																																				
	**Alternative B	N/A																																																				
Alternative A	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11) 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;																																																					

GUARANTEE OPTIONS	
The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.	
Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.	
(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.	
(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option	
(i) cash deposit of 10 % of the Contract Price	
(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price	
(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	
(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	X
NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.	
3 SIGNATURES OF THE CONTRACTING PARTIES	
Thus done and signed at.....onof.....20....	
Name of signatory	for and behalf of the Employer who by signature hereof
Capacity of signatory	as Witness.
Thus done and signed at.....onof.....20....	
Name of signatory	for and behalf of the Contractor who by signature hereof
Capacity of signatory	as Witness.



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

C1.3 - FORM OF GUARANTEE

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

Head: Public Works
KZN Department of Public Works:
Private Bag X 9041
PIETERMARITZBURG
3200
Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNTM01240W

Project Code 078285

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

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

"Contractor" means: _____

"Engineer" means: _____

"Works" means:

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR
OPERATING THEATRES AND RELOCATION OF EXISTING
GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

"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)



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285

C2.1 Pricing Instructions

	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable") 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.
1	MASSES AND MEASURING UNITS These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto. The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.
2	PRICES FOR VARIATIONS Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.
3	SCALE 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.
4	PROVISIONAL ITEMS All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.

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

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 tender.				
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 verification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information. 5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" data-bbox="235 1115 1339 1245"> <tr> <td data-bbox="235 1115 662 1171">Name of Supplier</td><td data-bbox="662 1115 1339 1171"></td></tr> <tr> <td data-bbox="235 1171 662 1245">Central Supplier Database (CSD) Supplier Number:</td><td data-bbox="662 1171 1339 1245"></td></tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	TAX CLEARANCE REQUIREMENTS It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates. 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.				

	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.				
	<table border="1"> <tr> <td data-bbox="240 226 560 277">Security PIN Number</td> <td data-bbox="560 226 1346 277"></td> </tr> <tr> <td data-bbox="240 277 560 331">Company / Entity Tax Reference Number</td> <td data-bbox="560 277 1346 331"></td> </tr> </table>	Security PIN Number		Company / Entity Tax Reference Number	
Security PIN Number					
Company / Entity Tax Reference Number					
13	BILLS OF QUANTITIES/LUMP SUM DOCUMENT The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.				
14	VALUE ADDED TAX The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.				
15	FIXED PRICE CONTRACT Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions: Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.				



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

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

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC					
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	1		
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item	1		
A3	Engineer (clause 3) F:..... V:..... T:.....	Item	1		
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item	1		
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	1		
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item	1		
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item	1		
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item	1		
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item	1		
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item	1		
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
	SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1 Refer to the SCOPE OF WORK for detail requirements:				
B1	Scope				
	F:..... V:..... T:.....	Item	1		
B2	Normative references				
	F:..... V:..... T:.....	Item	1		
B3	Definitions				
	F:..... V:..... T:.....	Item	1		
B4	Requirements for construction and management				
	F:..... V:..... T:.....	Item	1		
B4.1	General				
	F:..... V:..... T:.....	Item	1		
B4.2	Responsibilities for design and construction				
	F:..... V:..... T:.....	Item	1		
B4.3	Planning, programme and method statements				
	F:..... V:..... T:.....	Item	1		
B4.4	Quality assurance				
	F:..... V:..... T:.....	Item	1		
B4.5	Setting out				
	F:..... V:..... T:.....	Item	1		
B4.6	Management and disposal of water				
	F:..... V:..... T:.....	Item	1		
B4.7	Blasting				
	F:..... V:..... T:.....	Item	1		
B4.8	Works adjacent to services and structures				
	F:..... V:..... T:.....	Item	1		
B4.9	Management of the Works and site				
	F:..... V:..... T:.....	Item	1		
B4.10	Earthworks				
	F:..... V:..... T:.....	Item	1		
B4.11	Testing				
	F:..... V:..... T:.....	Item	1		
B4.12	Materials, samples and fabrication drawings				
	F:..... V:..... T:.....	Item	1		
B4.13	Equipment				
	F:..... V:..... T:.....	Item	1		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.14	Site establishment F:..... V:..... T:.....	Item	1		
B4.15	Survey control F:..... V:..... T:.....	Item	1		
B4.16	Temporary works F:..... V:..... T:.....	Item	1		
B4.17	Existing services F:..... V:..... T:.....	Item	1		
B4.18	Health and safety F:..... V:..... T:.....	Item	1		
B4.19	Environmental requirements F:..... V:..... T:.....	Item	1		
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item	1		
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item	1		
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item	1		
	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	1		
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			
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item	1		
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item	1		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	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	1		
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item	1		
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item	1		
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item	1		
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item	1		
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item	1		
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item	1		
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	N/A			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	N/A			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item	1		
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item	1		
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item	1		
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item	1		
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item	1		
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item	1		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	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	1		
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	1		
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	1		
E4	SITE INSTRUCTIONS 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. F:..... V:..... T:.....	Item	1		
E5	LABOUR RECORD 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. F:..... V:..... T:..... <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>	Item	1		
E6	PLANT RECORD 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. F:..... V:..... T:.....	Item	1		
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item	1		
E8	SECTIONAL COMPLETION 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. F:..... V:..... T:.....	N/A			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E9	LOCAL LABOUR 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. F:..... V:..... T:.....	Item	1		
E10	IMPORT PERMITS AND DUTIES 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. 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. F:..... V:..... T:.....	Item	1		
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP) Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of</u> 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 F:..... V:..... T:.....	Item	0		
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS E12.1 a Employment Targets 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. No of jobs to be created = 3..... [Contractor to fill in an estimated number] F:..... V:..... T:..... E12.1 b Employment requirements Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program: 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. F:..... V:..... T:.....	Item	3		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	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. F:..... V:..... T:.....	Item	3		
	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 F:..... V:..... T:.....	Item	3		
	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. 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)" F:..... V:..... T:.....	Item	3		
	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. F:..... V:..... T:.....	Item	3		
	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. 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. F:..... V:..... T:.....	Item	1		
	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 F:..... V:..... T:.....	Item	6		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	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 MEDIUM " 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 medium 100 mm black upper case to be for project name and owner . Helvetica medium 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 minimum 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. F:..... V:..... T:..... 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 F:..... V:..... T:..... 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 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. 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. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to: 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 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. 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. 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. Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works F:..... V:..... T:.....	Item	1		
		Item	3		
		Item	1		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	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. 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. 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. F:..... V:..... T:.....	Item	1		
	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: African Equity Ownership 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. b) The Priority Population Group consists of women, youth and disabled people. 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). 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. In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels. F:..... V:..... T:.....	Item	1		
	TENDERER'S TO NOTE CONDITIONS a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract. 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. 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. 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 e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment. 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. 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. CO-ORDINATION 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. F:..... V:..... T:.....	Item	1		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	ATTENDANCE 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. 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. 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. F:..... V:..... T:..... E12.9 EPWP CONTRACT FOR LABOUR 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 F:..... V:..... T:..... E12.10 EPWP SCOPE of WORK Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor. 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; i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc. iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc. F:..... V:..... T:..... 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 requirements. Payment for the labour-intensive component of the works 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.	Item			
		Item	3		
		Item	3		
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<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 <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 F:..... V:..... T:.....	Item	1		
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: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</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. Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. 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 Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
E18	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. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders. F:..... V:..... T:.....	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings. F:..... V:..... T:.....	Item			
E21	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. 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. F:..... V:..... T:.....	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes. F:..... V:..... T:.....	Item			
E23	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. F:..... V:..... T:.....	Item			
E24	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. F:..... V:..... T:.....	Item			
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. 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. F:..... V:..... T:.....	Item			
E26	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. 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. F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
	Carried forward to collection			R	

SECTION 1			
SUMMARY – PRELIMINARY & GENERAL			
Collection	Page No.	Amount	
	1	R	
	2	R	
	3	R	
	4	R	
	5	R	
	6	R	
	7	R	
	8	R	
	9	R	
	10	R	
	11	R	
	12	R	
Carried forward to Final Summary		R	
Section No. 1 Preliminary & General Summary			



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

PART C2.3 BILL OF QUANTITIES

WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : GENERATOR INSTALLATION

ITEM		UNIT	QTY	RATE	AMOUNT
	<u>SUPPLEMENTARY PREAMBLES</u> Refer to the attached Specification consisting of four parts. The Bill items are to be read in conjunction with the scope of work. The bill description is not fully descriptive and all-inclusive and the tenderer should acquaint themselves with the scope of work documentation to price the items.				
2.1	<u>STANDBY GENERATOR AND KIOSK</u>				
2.1.1	<u>Standby Generator</u> Manufacture, supply, delivery and install a 300 kVA 3 phase generator complete with containerised housing, mounting dampers, control panel, and 1000 L self bund day tank as specified				
	Supply and delivery	No.	1		
	Install	No.	1		
2.1.2	<u>Bulk Selfbund Tank</u> Supply and install a 4500 self bunded Bulk tank as per Petro Industrial PC Cube or similar approved, complete with automatic pumps system as specified				
	Supply and delivery	No.	1		
	Install	No.	1		
2.1.3	<u>KIOSK (3 CR12)</u> Supply and install an outdoor 3CR12 stainless still with meters and contactors as specified Drg No. W078285-ELEC104				
	Supply and delivery	No.	1		
	Install	No.	1		
2.1.4	<u>300 Amps Three Phase Circuit Breaker</u> Supply and Install 300 Amps 3 Phase circuit breaker in the existing mini-sub 7 as specified (Drg No. W078285-ELEC103)				
	Supply and delivery	No.	1		
	Install	No.	1		
2.1.5	<u>Factory Acceptance Testing</u> Testing and inspection of the generator and bulk tank at the Manufacturer's premises as specified	Item	1		
2.1.6	<u>Factory Acceptance Testing</u> Testing and inspection of the kiosk at the Manufacturer's premises as specified	Item	1		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY					R

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : GENERATOR INSTALLATION**

ITEM		UNIT	QTY	RATE	AMOUNT
2.2	Cables and Terminations				
2.2.1	LV Cables Supply, deliver to site and store 1000/600 volt Cu / PVC / SWA/PVC/ECC cables. Install, rack, strap and testing of cables as per specification including clamps, ties and cable numbering system. Rates to include for wastage. Contractor will only be reimbursed for installed cable measured on site between terminations. Cable bonding of all Earth Continuity Conductors from the incoming and outgoing cables will be properly crimped into cable lugs and bolted to their respective earth bars.				
2.2.1.1	185 mm² 4c Cable + ECC	Supply and delivery Install (LI)	m m	35 35	
2.2.1.2	150 mm² 4c Cable + ECC	Supply and delivery Install (LI)	m m	80 80	
2.2.1.3	95 mm² 4c Cable + ECC	Supply and delivery Install (LI)	m m	10 10	
2.2.1.4	70 mm² 4c Cable + ECC	Supply and delivery Install (LI)	m m	60 60	
2.2.2	Cable Termination Terminate PVC/SWA/PVC/ECC cables, shall include supply installation and testing of the IP 65 glands with corrosion guard, making -off the cable, gland plate, switchgear or appliance and final connection of cable tails into board or terminals.				
2.2.2.1	185 mm² 4c Cable + ECC	Supply and delivery Install	No. No.	6 6	
2.2.2.2	150 mm² 4c Cable + ECC	Supply and delivery Install	No. No.	12 12	
2.2.2.3	95 mm² 4c Cable + ECC	Supply and delivery Install	No. No.	4 4	
2.2.2.4	70 mm² 4c Cable + ECC	Supply and delivery Install	No. No.	4 4	
2.3	Excavation and Backfilling Excavate 500 mm (Wide) and 600 mm (Deep) for cable trenches including temporary support of sides, keeping excavations dry, backfill with selected fill and mechanically compact all areas as detailed in the Specification, including disposal of unsuitable/ surplus material. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the Engineer. NB: Actual classification & quantities to be agreed on site. Rates to include backfill compaction density tests.				
2.3.1	Soft and pickable (all materials) (LI)	m	100		
2.3.2	Hard material or Tar	m	20		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY				R	

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : GENERATOR INSTALLATION**

ITEM		UNIT	QTY	RATE	AMOUNT
2.4	<u>Cable Markers</u> Supply and delivery of concrete cable makers indicating cable size and direction LV Cables Supply and delivery Install	No. No.	15 15		
2.5	<u>Installation of cable ducts</u> Supply, delivery and installation of uPVC cable ducts (Excavation measured elsewhere) as specified				
2.5.1	110 mm Diameter Sleeves	m	50		
2.5.2	110 mm Diameter Long Radiussed Bend	No.	5		
2.6	<u>Distribution Board (DB)</u> Allowance of supply and install the Modification on existing DB's as specified Supply and delivery Install	No. No.	1 1		
2.7	<u>Labels on distribution boards</u> Supply, delivery, and install labels on all distribution boards as specified. Supply and Install	No.	50		
2.8	<u>Cable Markers</u> Supply and delivery of concrete cable makers indicating cable size and direction LV Cables Supply and delivery Install	No. No.	10 10		
2.9	<u>Power Analysis Study</u> Supply and install <u>power quality meter</u> for the purpose of data logging, take readings and <u>provide report</u> for power consumption, harmonics, power factor, and power factor correction bank sizing as specified.	Days	30		
2.10	<u>Uninstall DB D Mains Change over</u> Uninstall 2 x 250 A 3 phase contactors and handover to the workshop as specified. Uninstall Handover or Disposal	No. No.	1 1		
2.11	<u>Uninstall Existing Fiber Kiosk and Cables</u> Uninstall fiber Kiosk and handover to workshop as specified Uninstall Handover or Disposal	No. No.	1 1		
2.12	<u>Uninstall Existing 16 mm2 4 core Cables</u> Uninstall underground 16 mm2 4 core Cables and handover to workshop as specified Uninstall Handover or Disposal	m m	30 30		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY					R

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : GENERATOR INSTALLATION**

ITEM		UNIT	QTY	RATE	AMOUNT
2.13	<u>Distribution Boards and Infrared Scanning</u>				
2.13.1	Undertake infrared scanning of following distribution boards and provide a report to the Engineer.				
2.13.1.1	DB D - 250A 3 Phase DB	Item	1		
2.13.1.2	Autoclave DB - 250A 3 Phase DB	Item	1		
2.13.1.3	Air-conditioning DB - 150 A 3 Phase DB	Item	1		
2.13.2	Allow for cleaning two (2) panel covers of an existing DB and paint the panel covers with signal red paint. The panel covers shall be powder coated.	Item	1		
2.14	<u>Circuit breakers and cover plates</u>				
	Supply and install hydraulic-magnetic circuit breakers on an existing distribution boards. All circuit breakers shall be CBI / ABB / Schneider or similar approved. All circuit breakers shall be of the same make.				
2.14.1	10A 1 Pole 6kA MCB	No.	6		
2.14.2	10A 3 Pole 6kA MCB	No.	1		
2.14.3	20A 1 Pole 6kA MCB	No.	2		
2.14.4	25A 1 Pole 6kA MCB	No.	1		
2.14.5	30A 1 Pole 6kA MCB	No.	5		
2.14.6	40A 1 Pole 6kA MCB	No.	2		
2.14.7	40A 3 Pole 6kA MCB	No.	1		
2.14.8	63A 3 Pole 6kA MCB	No.	2		
2.14.9	63A 2 Pole 6kA earth leakage unit with overcurrent protection	No.	2		
2.14.10	80A 3 Pole 6kA MCB	No.	1		
2.14.11	100A 3 Pole 6kA MCB	No.	2		
2.14.12	150A 3 Pole 10kA MCCB	No.	1		
2.15	<u>Uninstall existing DB cover plate , supply and install the red cover plate DB Cover plate (2 x 3 meters)</u>				
	Uninstall	No	10		
	Supply and Delivery	No	10		
	Install	No	10		
2.16	<u>Socket Outlet and Socket Outlet Cover plate</u>				
2.16.1	Uninstall existing white cover plates for socket outlets	No.	50		
2.16.2	Supply and install red cover plates for 3 pin socket outlets.	No.	50		
2.16.3	Supply and install 16A 3 pin switched socket outlet complete with red cover plate (for essential SSO).	No.	20		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY				R	

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : GENERATOR INSTALLATION**

ITEM		UNIT	QTY	RATE	AMOUNT
2.17	<u>Site Acceptance Testing</u> Full site commissioning and handover of generator installation as specified.	Sum	1		
2.18	<u>Certificate of Compliance</u> Supply a COC for the entire installation in accordance with SANS 10142-1	No.	1		
2.19	<u>EARTHING AND BONDING</u> Earthing the generator and fuel bulk tank as specified	Item	1		
2.20	<u>Operating & Maintenance Manuals</u> Provision of Operating and Maintenance Manuals as specified	No.	3		
2.21	<u>As built drawings</u> Supply as built drawings of the installation, as specified	No.	3		
2.22	<u>Training</u> Provide training as specified	Sum	1		
2.23	<u>Diesel</u> Allow for first fill of diesel	Litres	5500		
	Allow 10% for profit and Delivery	%	10%		
2.24	<u>12 Months Data</u> Supply 12 Months Data or 1 Gig per per month for DSE Webnet or Smart Gen	No	12		
2.25	<u>Generator Service</u> Service the generator quaterly for the period of 12 months or 4 services which ever occurs later and unlimited hours as specified, all service must be for major service	No.	4		
2.26	<u>Walkway Roof</u> Painting and Installing the 5 x 9 Meters walkway roof				
	Painting	No	1		
	Installing	No	1		
2.27	<u>DB PAINTING WORK</u> Allowance for spray Painting DB from Orange to Red Allowance for DB size is 3 x 3 meters powder coated	No.	10		
2.28	<u>Underground Services and Electrical Connection</u> Allowance for unforeseen underground services and electrical connection or terminations (R80 000)	sum	1	80,000.00	R80,000.00
CARRIED FORWARD TO BILL 5: FINAL SUMMARY					R

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 2 : SUMMARY**

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
	PAGE 2: GENERATOR INSTALLATION			
	PAGE 3: GENERATOR INSTALLATION			
	PAGE 4: GENERATOR INSTALLATION			
	PAGE 5: GENERATOR INSTALLATION			
	PAGE 6: GENERATOR INSTALLATION			
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY			R	

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 3 : CIVIL WORK AND FENCING**

ITEM		UNIT	QTY	RATE	AMOUNT
3.1	<u>PLINTH</u> Construction of generator and bulk plinths as specified in Drg No. W078285-SE100/1/2, concrete strength 30MPa and high yield steel reinforce (Y)450 Mpa, including soil poisoning				
3.1.1	Generator Plinth	Sum	1		
3.1.2	Bulk Plinth	Sum	1		
3.1.3	Supply Soil Poisoning	liters	5		
3.2	<u>19mm Stones</u>				
3.2.1	Provision of 19mm stones around the generator and bulk tank plinths (5m x 5 m area)	m2	25		
3.3	<u>SECURITY FENCING & GATE</u> Provision of fence as specified				
3.3.1	Posts for 3020mm and 1520mm high security fence: 70mm Diameter x 1,6mm hot dip galvanised steel fencing post 2600mm long fitted with a pressed steel mushroom cap one end and 150 x 150 x 3 mm baseplate at bottom and embedded in and including 400 x 400 x 600mm mass concrete (15 MPa) base (base else where measured).	No.	16		
3.3.2	<u>Foundation</u> Excavation in earth not exceeding 2m deep for (400 x 400 x 600mm) fencing post	No.	16		
3.3.3	<u>15Mpa/19mm concrete base</u> Bases (400 x 400 x 600mm)	No.	16		
3.3.4	<u>Lateral support</u> Vee shaped horizontal stiffer bend to strengthen panels	No.	8		
3.3.5	<u>Fencing</u> Fencing as type "Nylofor 3M" or equal approved with Zincalu coated, galvanised, resistance welded and PVC cpated wire, 3,96mm core wire diameter, 10 years warranty, installed complete with concrete bases size 400 x 400 x 600mm deep, all installed as per manufactures instructions. Note: Fencing to be installed with bottom of fence approximatly 300mm below natural ground level. Bidders are to allow in their rates for all excavations and backfilling necessary	no	12.00		
3.3.6	Fencing out of panels 2060mm high x 1520mm wide	no	2.00		
3.3.7	<u>Fence Sundries</u> Fixing and ancillaries	sum	1.00		
3.3.8	<u>Hot dip galvanised gates formed of 50 x 75mm rectangular hollow section frame with two horizontal braces and filled in with 10mm diameter solid vertical bars at 92mm centres complete with 254 x 40 x 5mm hook and band hinges with flange bolted on steel posts, barrel bolt to receive padlock, and vertical extension 600mm long with 6 tying holes</u> 1710 mm wide x 2060 mm high with 254 x 40 x 5mm hook and band hinges with flange bolted in steel posts, barrel bolt	No.	1.00		
3.3.9	<u>Gate and Generator Sundries</u> Supply of AH1 (Viro) Padlock with two keys each	No.	10.00		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY				R	

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS
BILL 4 : GENERATOR INSTALLATION - LADYSMITH GATEWAY CLINIC**

ITEM		UNIT	QTY	RATE	AMOUNT
4.1	<u>Relocation of 60 kVA Generator to Ladysmith Hospital</u> Uninstall, delivery, and install a 60 kVA 3 phase generator complete with containerised housing, mounting dampers as specified, including insurance Uninstall and Delivery Install	No. No.	1 1		
4.2	<u>Cable Termination</u> Terminate PVC/SWA/PVC/ECC cables, shall include supply installation and testing of the IP 65 glands with corrosion guard, making -off the cable, gland plate, switchgear or appliance and final connection of cable tails into board or terminals.				
4.1.1	16 mm² 4c Cable + ECC supply Install	No. No.	15 15		
4.3	<u>Site Acceptance Testing</u> Full site commissioning and handover of generator installation as specified.	Sum	1		
4.4	<u>Certificate of Compliance</u> Supply a COC for the entire installation in accordance with SANS 10142-1	No.	1		
4.5	<u>EARTHING AND BONDING</u> Earthing the generator and fuel bulk tank as specified	Item	1		
4.6	<u>Operating & Maintenance Manuals</u> Provision of Operating and Maintenance Manuals as specified	No.	3		
4.7	<u>As built drawings</u> Supply as built drawings of the installation, as specified	No.	3		
4.8	<u>Training</u> Provide training as specified	No.	1		
4.9	<u>Diesel</u> Allow for supply and deliver first fill of diesel Allow 10% for profit and Delivery	Litres %	1000 10%		
4.10	<u>12 Months Data</u> Supply 12 Months Data or 1 Gig per per month for DSE Webnet or Smart Gen	No	12		
4.11	<u>Wall Monted Kiosk with 3 phase 80 Apms CB</u> Supply and install 3CR12 steel Wall Mounted kiosk with three phase 80 Amps circuit breaker (CB) Supply and delivery Install	No No	1 1		
4.12	<u>80Amps Circuit Breakers</u> Supply and install three phase circuit breakers (CB) 80 Amps, to be installed in the existing kiosk Supply and delivery Install	No No	1 1		
CARRIED FORWARD TO BILL 5 : FINAL SUMMARY					R

**WIMS 078285: MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC
STANDBY (PRIME RATED) GENERATOR INSTALLATIONS**
BILL 5 : FINAL SUMMARY

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
	BILL 1 : PRELIMINARY AND GENERAL			
	BILL 2 : GENERATOR INSTALLATION			
	BILL 3 : CIVIL WORK AND FENCINNG			
	BILL 4 : GENERATOR INSTALLATION - LADYSMITH CLINIC			
	SUB TOTAL			
	Value Added Tax (15%)			
TOTAL CARRIED FORWARD TO FORM OF TENDER				R



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender no:	ZNTM01240W	Project Code:	078285
1	<u>SECTION 1</u> <u>EXTENT OF THE WORKS</u> 1.1 EMPLOYERS OBJECTIVES To install a 300kVA prime generator set in a weatherproof canopy for the operating theatre complex at Madadeni Hospital and relocate an existing 60kVA generator set to Ladysmith Hospital Gateway Clinic. KZN Department of Health initiated the project to ensure the reliability of emergency power supply to the operating theatre during power failures and load shedding. The project also aims to ensure that the operating theatre is fully functional during power failures and load shedding. 1.2 OVERVIEW OF THE WORKS Manufacture, supply, deliver and install a generator set complete with a base tank and control panel. Supply and installation of a self-bunded bulk fuel tank. Supply and installation of low-voltage cables and transportation of generator set. Remove and transport an existing generator set to Ladysmith Hospital Gateway Clinic, install and commission. 1.3 EXTENT OF THE WORKS The works comprise of but not limited to the supply, installation, and testing of a 300kVA prime generator set complete with a base tank and control panel. Supply, installation, and commissioning of a 4500 litres self-bunded bulk fuel tank. Supply and installation of 600/1000V cables. Refurbishment of an existing 250A 3-phase distribution board. Undertake data logging on an existing 400kVA generator set and provide a report. Decommission existing and temporary emergency power supply networks to the operating theatre. Disconnect, remove and transport an existing 60kVA canopy-type generator set complete with a 1000 litres base tank from Madadeni Hospital to Ladysmith Hospital Gateway Clinic. Install, test, and commission the 60kVA generator set at Ladysmith Hospital Gateway Clinic. DETAILED SCOPE OF WORKS AND SPECIFICATION ATTACHED AS ANNEXURE 2. 1.4 LOCATION OF THE WORKS The first site is situated within the premises of the Madadeni Hospital. Madadeni Hospital is located at Madadeni Section 6, Newcastle. GPS Co-ordinates for the site are -27.7644, 30.0509. The second site is situated within the premises of the Ladysmith Hospital (Gateway Clinic). Ladysmith Hospital Gateway Clinic is located at Ladysmith (Malcom Road). GPS Co-ordinates for the site are -28.5584, 29.7644. 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 See project specifications and drawings. 2.2 DESIGN BRIEF Not applicable 2.3 DRAWINGS See list of drawings/Annexure's attached to this document.		

2.4	DESIGN PROCEDURES The design complies with the relevant latest standards.
3	<u>PROCUREMENT</u>
3.1	PREFERENTIAL PROCUREMENT PROCEDURES This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents. Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.
3.2	RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT NOTE : This project will be adjudicated as not exceeding R 50,000 000,00
3.3	SCOPE OF MANDATORY SUBCONTRACT WORK Not applicable
3.4	PREFERRED SUBCONTRACTORS/SUPPLIERS Not applicable
3.5	SUBCONTRACTING PROCEDURES Not applicable
4	<u>CONSTRUCTION</u>
4.1	APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", and the Electrical Specifications for full descriptions of materials and methods referred to in these Bills of Quantities documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", and Electrical Specifications, before pricing Bills of Quantities documents. Where the description in the Bills of Quantities documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities 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 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 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 documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities documents, it shall be deemed to mean "Contractor" as defined.

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

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
February	w/days		3	3
March	w/days		3	3
April	w/days		3	3
May	w/days		3	3
June	w/days		3	3
July	w/days		3	
August	w/days		3	
September	w/days		3	
October	w/days		3	
November	w/days		3	
December	w/days	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	PERMITS 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. 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. 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. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site
5.10	PROOF OF COMPLIANCE WITH THE LAW The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Registration Certificate with ECB SA or DOL - Electrical Compliance Certificate - Electrical Test Certificates - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Soil Compaction Certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER Not Applicable
Clause Numbers	<u>SECTION 2</u>
	<u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u>
	4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible
	All information required by the Structural Engineer to complete the plinth designs for the generator set and bulk tank.
	4.2.1 The responsibility strategy assigned to the Contractor for the works is:
	Strategy A
	4.2.2 The structural engineer is:
	KZN Department of Public Works
	4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme
	Shop drawings and technical specifications for approval.
	4.3 The planning, programme and method statement are to comply with the following: The works shall be completed with minimal disturbance to the operations of the operating theatre. The programme shall allow for the long lead items (generator set, bulk tank, and kiosk).

4.12.1	Samples of materials 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: None
4.12.2	Fabrication drawings that the contractor is to provide to the employer are: Generator set and bulk tank layout; outdoor kiosk.
4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: OFFICE FOR FOREMAN 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. TELEPHONE 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. OFFICE FOR INSPECTOR OF WORKS Not applicable TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS Not applicable
	SHED Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.
4.14.6	The requirement for provision and erection of signboards are: Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.

4.17.1	Requirement for the termination, diversion or maintenance of existing services:
	Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
4.17.3	Services which are known to exist on the site:
	Investigate and provide detail drawings.
4.17.4	Requirement for detection apparatus
	None
4.18	ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE: By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the “principal contractor” and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender. Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:
	Not Applicable

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: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

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

C3.3 - HIV/STI COMPLIANCE REPORT

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

Project Code:

078285

Payment Claim number:

Period covered by payment claim:

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

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

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

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

5. HIV awareness programme (briefly describe action).

6. Schedule of construction workers exposed to the HIV awareness programme.

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Tender No.	ZNTM01240W	Project Code:	078285
C4.1 Site Information			
C4.1	GENERAL (a) Access roads to the sites are a mixture of tar surfaces and paving and sandy roads. Entry points to the site must be inspected during site briefing to ascertain clearances for trucks, earthmovers and rigging equipment. The nature of ground around the generator position is soft sandy material, possibly intersped with soft and hard rock. (b) The Madadeni Hospital site is in a live hospital and the generator position is located near a fully functional mortuary. Caution must be taken ensure that disruptions to the day to day functions of surrounding buildings, staff, patients, and general public accessing the facility are minimised or eliminated. Site to be kept clean and neat at all times. Sections of the cable trenches cross a paved access road to the mortuary. (c) Madadeni Hospital is located at Madadeni section 6 under Newcastle Local Municipality. GPS Coordinates for the site are -27.7644143, 30.050856. A portion of the work is to be conducted inside the theatre complex. The contractor shall work closely with the hospital management and the engineer to schedule when work can be conducted. The Ladysmith Hospital Gateway Clinic site is situated within the premises of the Ladysmith Hospital. Ladysmith Hospital Gateway Clinic is located at Ladysmith (Malcom Road). GPS Co-ordinates for the site are -28.5584, 29.7644.		
C4.2	GEOTECHNICAL INVESTIGATION REPORT (a) Not applicable		



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC

Tender No.:	ZNTM01240W	Project Code:	078285
--------------------	-------------------	----------------------	---------------

(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

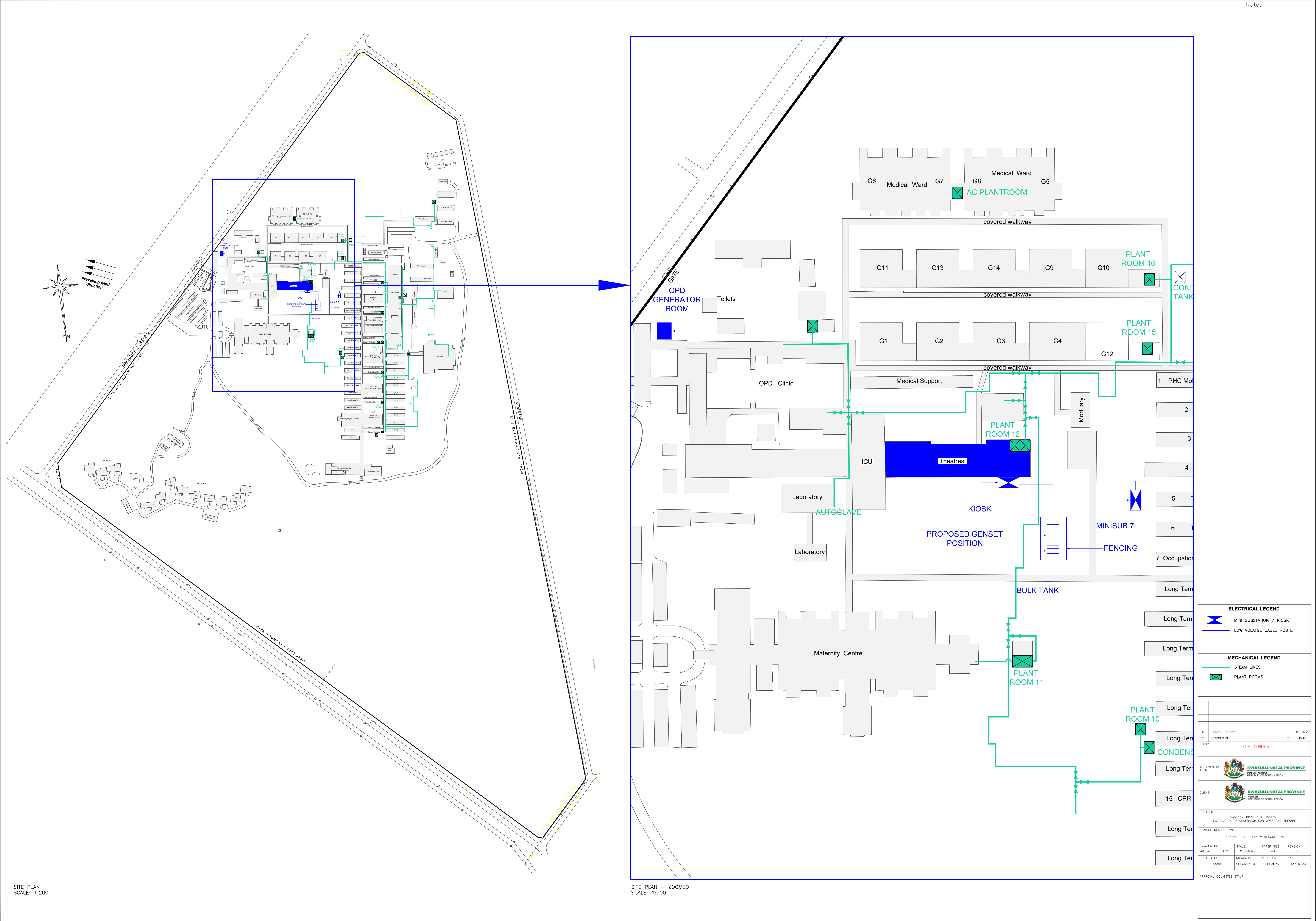
The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO

DESCRIPTION

[illegible]

<u>ANNEXURES</u>	
Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Map of Tender submission location
Annexure 4	Joint Venture Agreement
Annexure 5	Health and Safety Specification
Annexure 6	Health and Safety Bill of Quantities
Annexure 7	Builders Lien Agreement
Annexure 8	EPWP Employment Contract
Annexure 9	Attendance Register - Infrastructure and Other projects
Annexure 10	EPWP Data Collection tool for Phase 3 system



SITE PLAN
SCALE: 1:2000

SITE PLAN – ZOOMED
SCALE: 1:500

Notes

ELECTRICAL LEGEND

MINI SUBSTATION / KIOSK

LOW VOLTAGE CABLE ROUTE

MECHANICAL LEGEND

STEAM LINES

PLANT ROOMS

REV	DESCRIPTION	BY	DATE
0	General Revision		18/10/23

STATUS: **FOR TENDER**

IMPLEMENTING AGENT: KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA

CLIENT: KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA

PROJECT: MADADENI PROVINCIAL HOSPITAL, INSTALLATION OF GENERATOR FOR OPERATING THEATRE

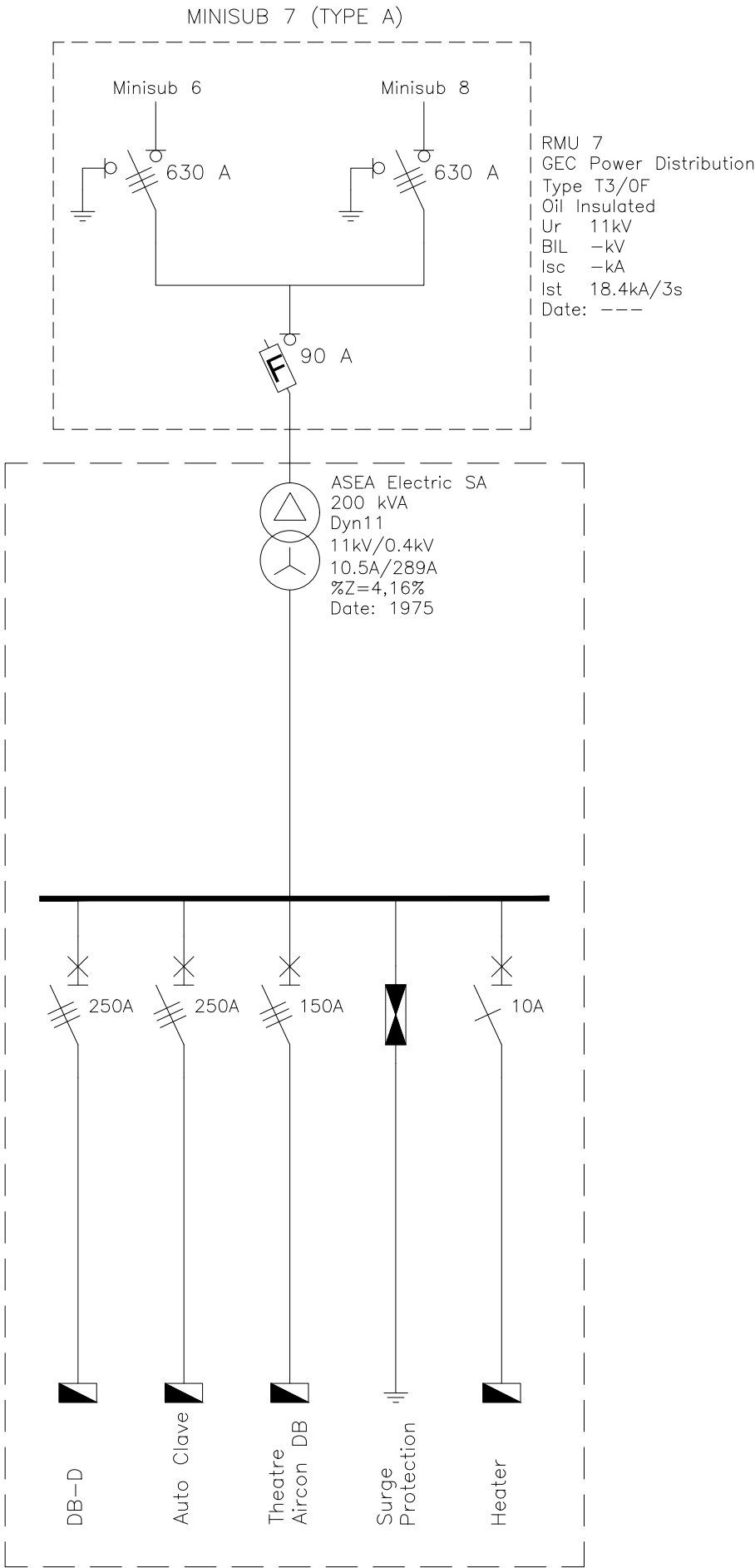
DRAWING DESCRIPTION: PROPOSED SITE PLAN & RETICULATION

DRAWING NO:	SCALE:	PAPER SIZE:	REVISION:
W078285 - ELEC100	AS SHOWN	A0	0

PROJECT NO:	DRAWN BY:	DATE:
078285	N. DANISA	18/10/23

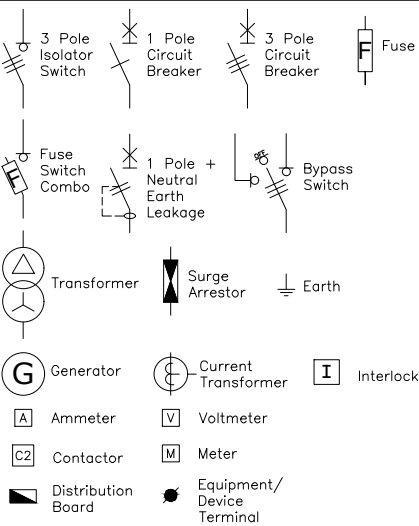
CHECKED BY:	DATE:
P. MUDALOSE	18/10/23

APPROVAL / COMMITTEE STAMP:



Notes

Ur - Rated Voltage
BIL - Rated Impulse Voltage (Basic Insulation Level)
Isc - Short Circuit Breaking Current (kA)
Ist - Short Time Current (kA/s)



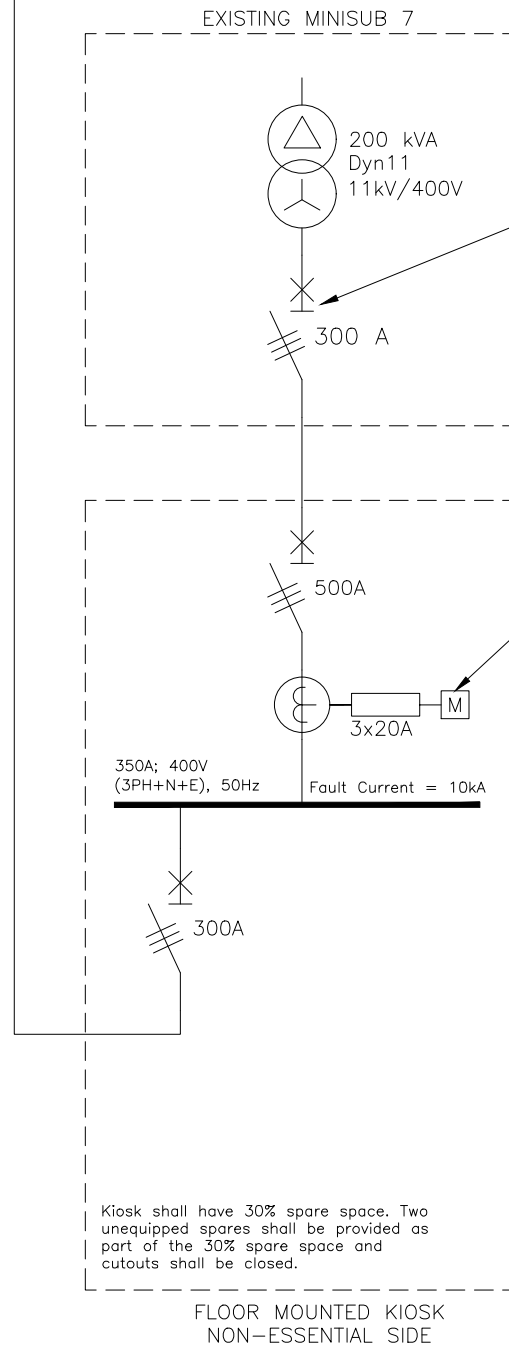
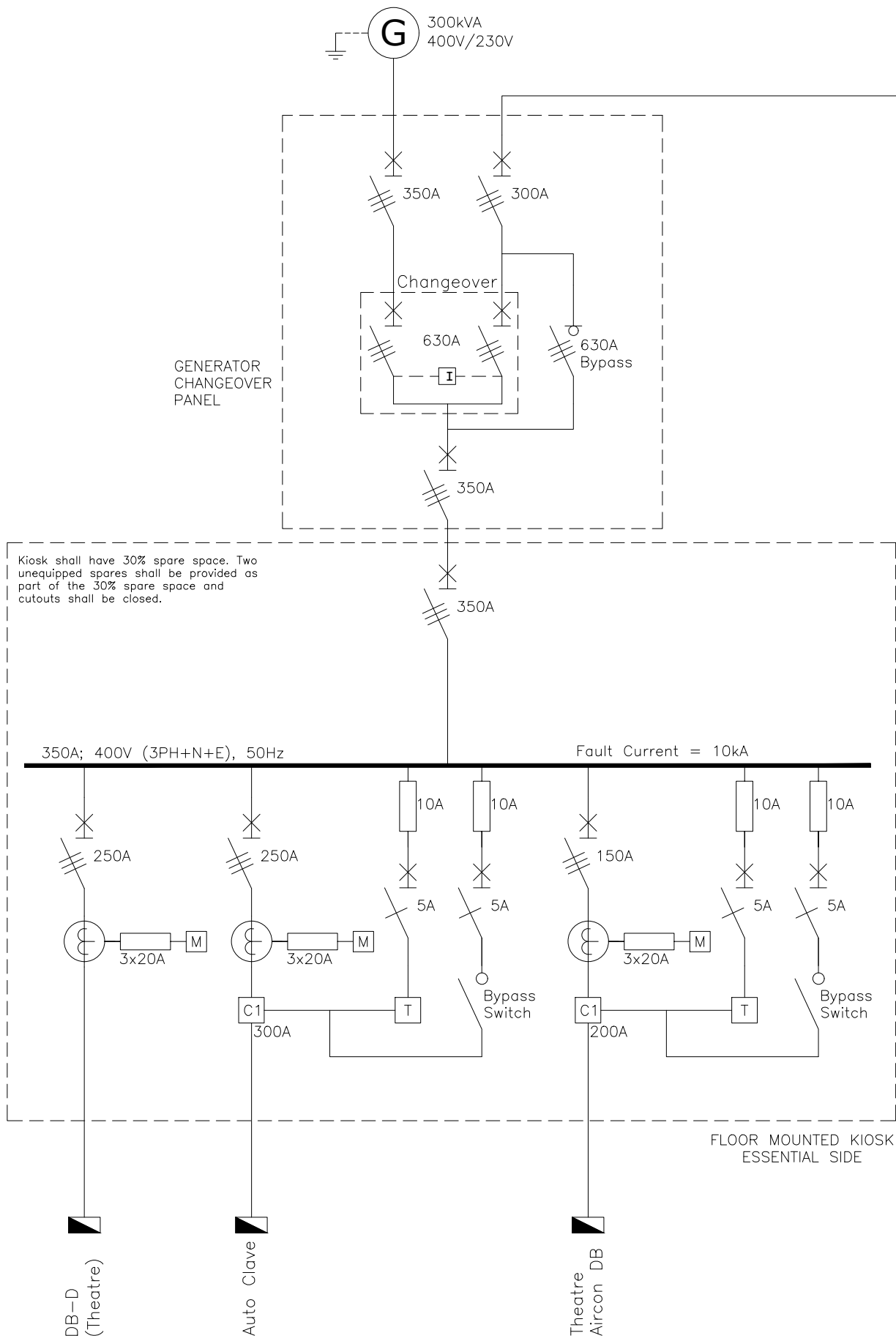
REV	DESCRIPTION	BY	DATE
0	Original Issue	ND	18/10/23

STATUS: **FOR TENDER**

IMPLEMENTING AGENT	KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA
CLIENT	KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA

PROJECT: MADADENI PROVINCIAL HOSPITAL INSTALLATION OF GENERATOR FOR OPERATING THEATRE			
DRAWING DESCRIPTION: EXISTING MINISUB 7			
DRAWING NO: W078285 - ELEC101	SCALE: NTS	PAPER SIZE: A3	REVISION: 0
PROJECT NO: 078285	DRAWN BY: :N DANISA	CHECKED BY: :P MDLALOSE	DATE: 18/10/23

APPROVAL COMMITTEE STAMP:

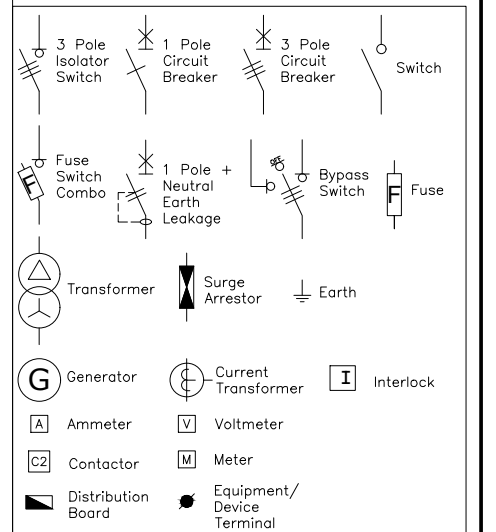


New circuit breaker to be installed in Minisub 7 LV Section

Power meter shall be capable of remote monitoring as Schneider PM8000 or similar approved. Technical specification of an alternative power meter shall be provided to the Engineer for approval.

Notes

- Kiosk shall be a back-to-back distribution kiosk with the essential section on one side and non-essential section on the other.
- A non-conducting mechanical barrier shall be installed to isolate the non-essential section from essential section.
- Kiosk enclosure shall be made from 3CR12 corrosion resisting steel and shall be IP65.
- Kiosk shall be free-standing and suitable for plinth mounting.
- Kiosk enclosure shall be painted electric orange and cover plates shall be painted signal red for the essential side and white for the non-essential side.
- Kiosk shall have 30% spare space on the non-essential and essential sections. Two unequipped spares shall be provided as part of the 30% spare space on the non-essential and essential side and cutouts shall be closed.
- All circuit breakers shall be labelled as per the schematic diagram.
- On-delay timers shall have a time delay range between 1 second to 10 minutes.
- Power meters shall be ABB M4M 30 or Schneider PM5110 or similar approved.
- Contractor shall ensure that workshop drawings are approved by the Engineer prior to manufacture of the kiosk.



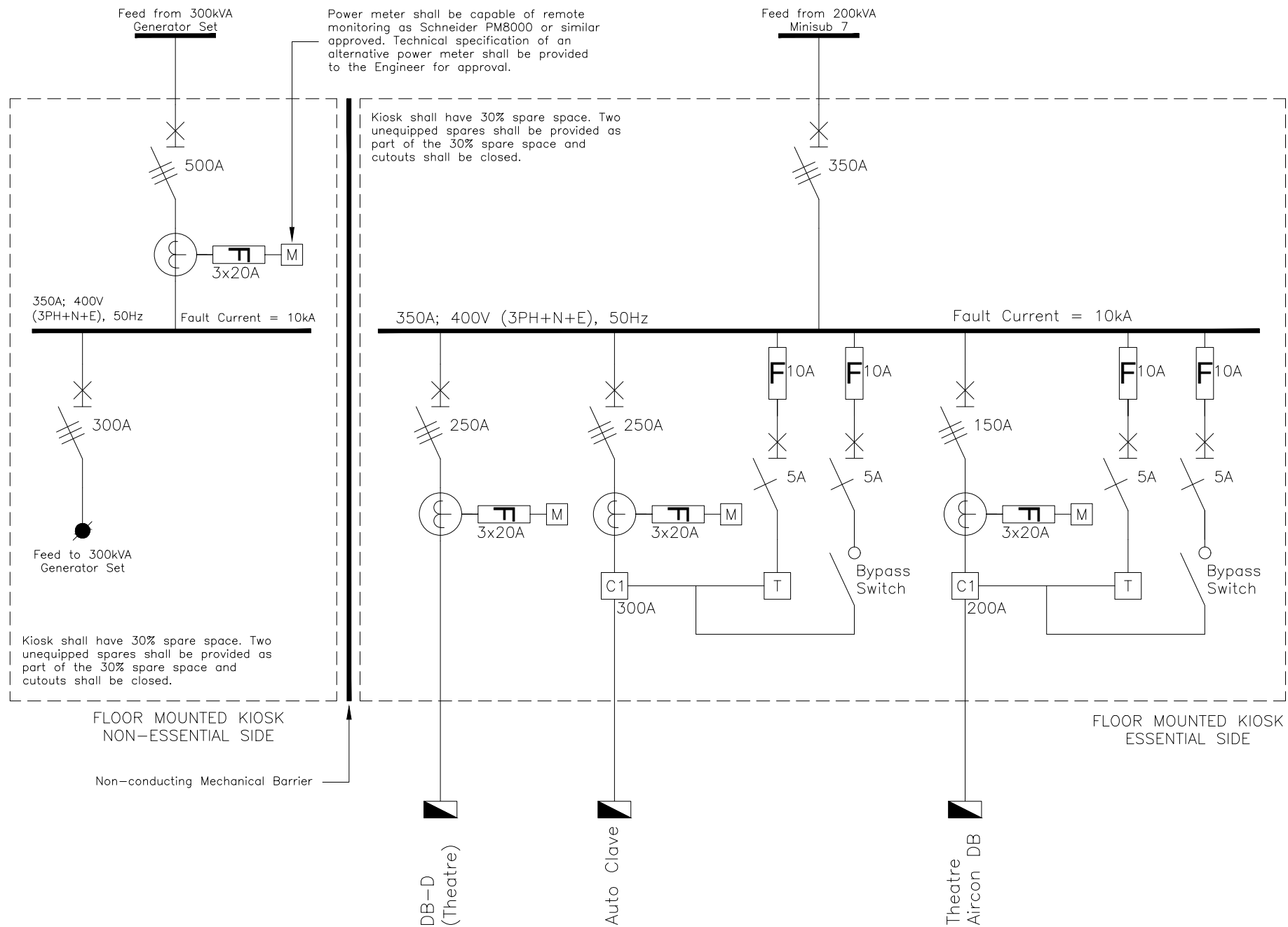
REV	DESCRIPTION	BY	DATE
0	Original Issue	ND	18/10/23

STATUS: FOR TENDER

IMPLEMENTING AGENT	 KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA
CLIENT	 KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA

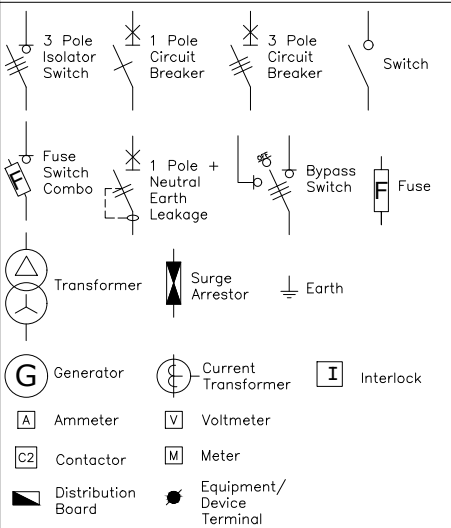
PROJECT: MADADENI PROVINCIAL HOSPITAL INSTALLATION OF GENERATOR FOR OPERATING THEATRE			
DRAWING DESCRIPTION: PROPOSED ESSENTIAL & NON-ESSENTIAL POWER SUPPLY NETWORK			
DRAWING NO: W078285 - ELEC103	SCALE: NTS	PAPER SIZE: A3	REVISION: 0
PROJECT NO: 078285	DRAWN BY: :N DANISA	CHECKED BY: :P MDLALOSE	DATE: 18/10/23

APPROVAL COMMITTEE STAMP:



Notes

- Kiosk shall be a back-to-back distribution kiosk with the essential section on one side and non-essential section on the other.
- A non-conducting mechanical barrier shall be installed to isolate the non-essential section from essential section.
- Kiosk enclosure shall be made from 3CR12 corrosion resisting steel and shall be IP65.
- Kiosk shall be free-standing and suitable for plinth mounting.
- Kiosk enclosure shall be painted electric orange and cover plates shall be painted signal red for the essential side and white for the non-essential side.
- Kiosk shall have 30% spare space on the non-essential and essential sections. Two unequipped spares shall be provided as part of the 30% spare space on the non-essential and essential side and cutouts shall be closed.
- All circuit breakers shall be labelled as per the schematic diagram.
- On-delay timers shall have a time delay range between 1 second to 10 minutes.
- Power meters shall be ABB M4M 30 or Schneider PM5110 or similar approved.
- Contractor shall ensure that workshop drawings are approved by the Engineer prior to manufacture of the kiosk.



REV	DESCRIPTION	BY	DATE
0	Original Issue	ND	18/10/23

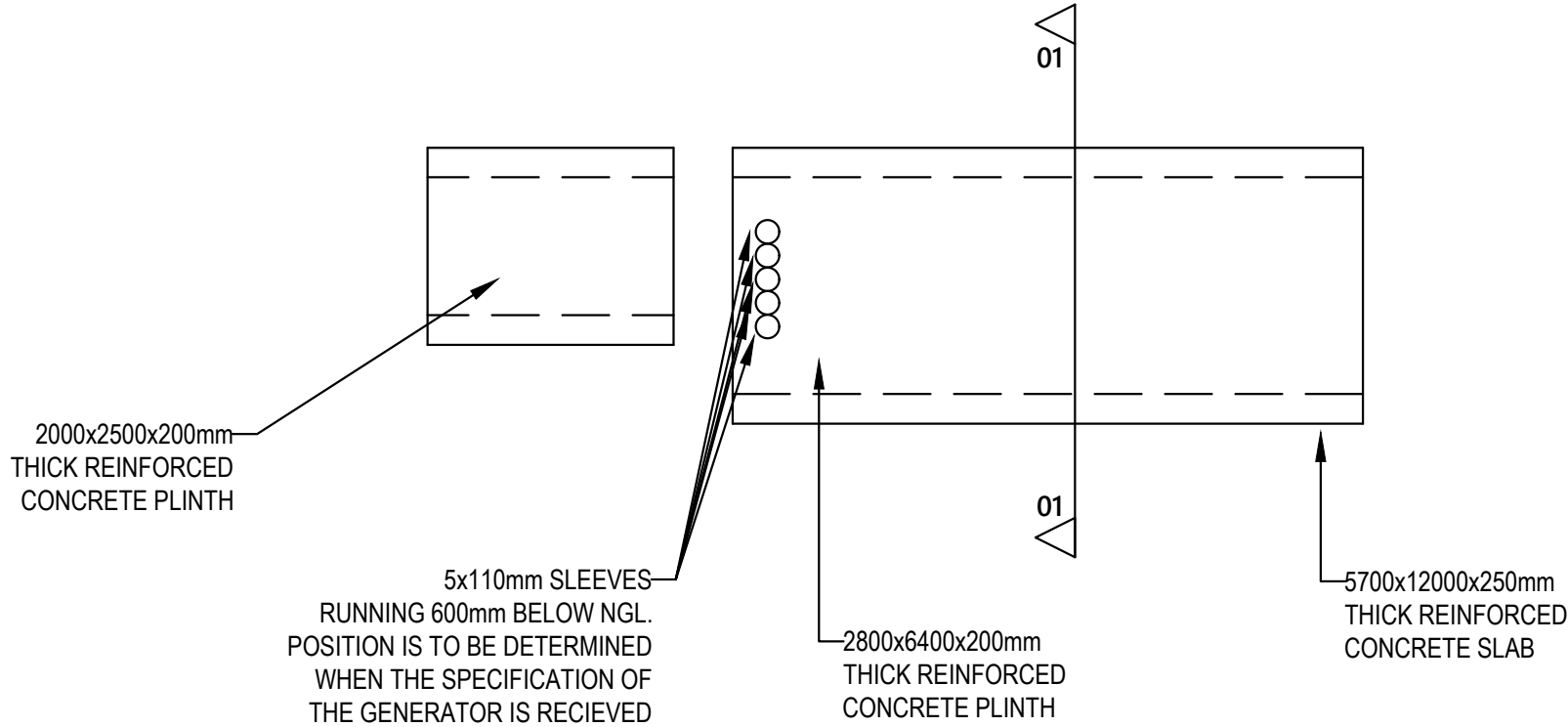
STATUS: FOR TENDER

IMPLEMENTING AGENT	 KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA
CLIENT	 KWAZULU-NATAL PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA

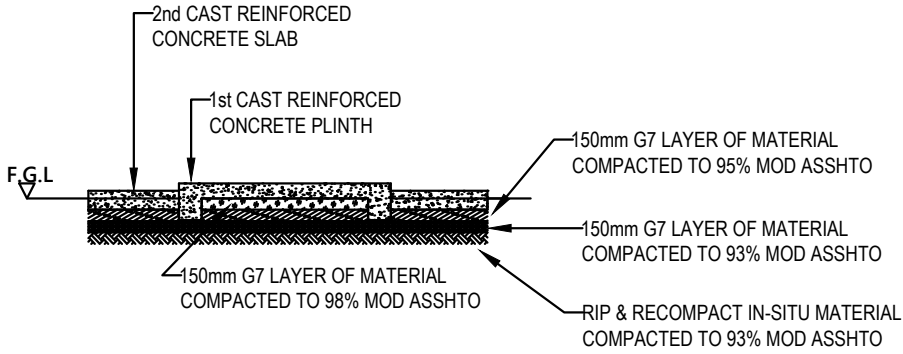
PROJECT: MADADENI PROVINCIAL HOSPITAL INSTALLATION OF GENERATOR FOR OPERATING THEATRE			
DRAWING DESCRIPTION: PROPOSED OUTDOOR KIOSK			
DRAWING NO: W078285 - ELEC104	SCALE: NTS	PAPER SIZE: A3	REVISION: 0
PROJECT NO: 078285	DRAWN BY : N DANISA	CHECKED BY : P MDLALOSE	DATE: 18/10/23

APPROVAL COMMITTEE STAMP:

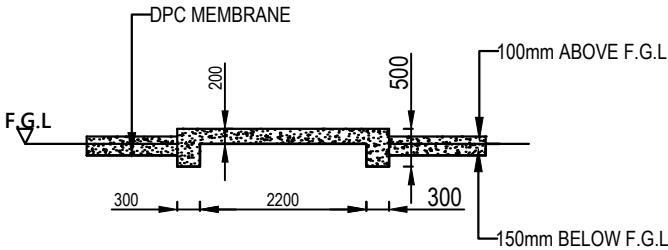
- GENERAL NOTES:**
1. ALL DIMENSIONS ARE IN MM UNLESS INDICATED OTHERWISE.
 2. ALL DIMENSIONS TO BE CHECKED PRIOR TO CONSTRUCTION.
 3. THE CONTRACTOR TO CONFIRM SERVICES POSITIONS ON SITE.
 4. CONCRETE: MASS CONC.: 20/19
 PLINTH CONC.: 30/19
 5. THE CONTRACTOR TO INFORM THE ENGINEER SHOULD THERE BE ANY DEVIATIONS ON SITE.
 6. ALL WORK TO DONE IN ACCORDANCE TO SABS 1200G.
 7. ALL REINFORCING SHOULD BE INSPECTED BY THE ENGINEER PRIOR TO CONCRETE POURING.
 8. CHARACTERISTICS OF STEEL REINFORCEMENT:
HIGH YIELD STEEL: 450Mpa
MILD STEEL: 250Mpa
 9. THE COVER TO REINFORCEMENT IS 50mm.
 10. ALL EXPOSED FORMED FACE TO RECEIVE F2 FINISH.
 11. ALL EXPOSED UNFORMED FACES TO RECEIVE SMOOTH STEEL FLOATED FINISH.
 12. PROVIDE 25mm CHAMFER OF EXPOSED EDGES.



CONCRETE PLINTH PLAN
SCALE 1:75



SECTION 01 LAYERWORKS
SCALE 1:100



SECTION 01
SCALE 1:100



FOR TENDER

Project
**MADADENI HOSPITAL
INSTALLATION OF GENERATOR SET
FOR OPERATING THEATRE**

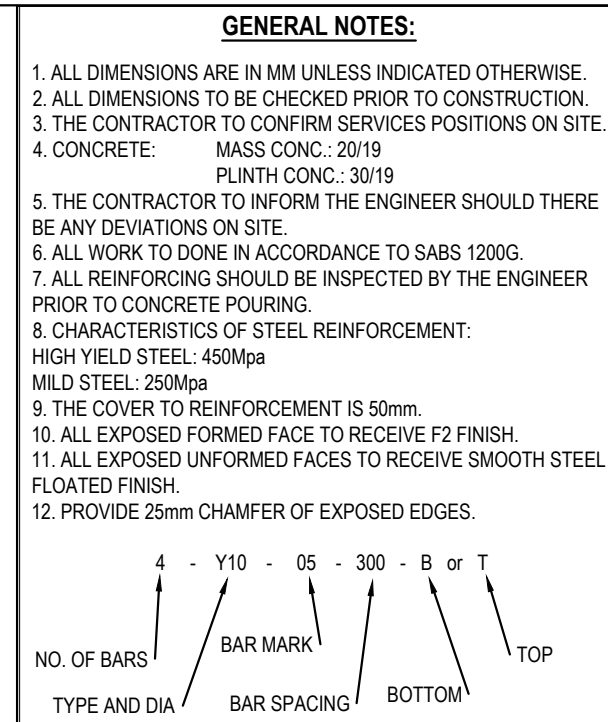
Drawing Description:
CONCRETE PLINT DETAIL

Sheet: A3
Scale: as shown Rev. 00

Drawing number: W078285-SE100

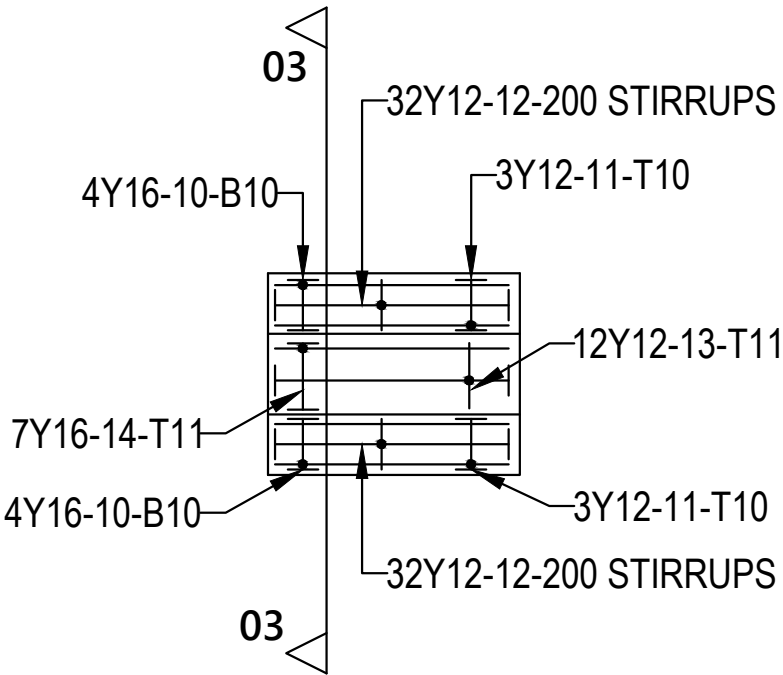
DOP WIMS number
WIMS NO 078285

Stamped by Plans Approval Committee:



MEMBER	NO OF MEMBERS	TYPE & DIA	BAR MARK	TOTAL NO	LENGTH	SHAPE CODE	A	B	C
PLINTH REINFORCEMENT	2	Y16	01-B1	8	6700	38	200	6300	
	2	Y12	02-T1	6	6700	38	200	6300	
	2	Y12	3	64	1350	60	400	200	
	1	Y16	04-T2	32	3100	38	200	2700	
	1	Y12	05-T2	11	6300	20	6300		
MASS (Kg/m)		HIGH YIELD	=408 Kg/m						

AMENDMENTS				
Rev No.	DATE	DESCRIPTION	DONE BY	CHECKED
CLIENT DEPARTMENT SIGNATURES:				
FACILITY STAMP				
FACILITY MANAGER				
INFRASTRUCTURE MANAGER				
GENERAL MANAGER				
Reference drawings:		Description:		
DESIGNED		SJ Mshengu		
CHECKED		A Chotoo		
DRAWN		SJ Mshengu		
CHECKED		A Chotoo		
 KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA				
FOR TENDER				
Project MADADENI HOSPITAL INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE				
Drawing Description: REINFORCEMENT DETAILS 1 OF 2				
Sheet: A3				
Scale: as shown			Rev. 00	
Drawing number:			W078285-SE101	
DOP WIMS number			WIMS NO 078285	
Stamped by Plans Approval Committee:				



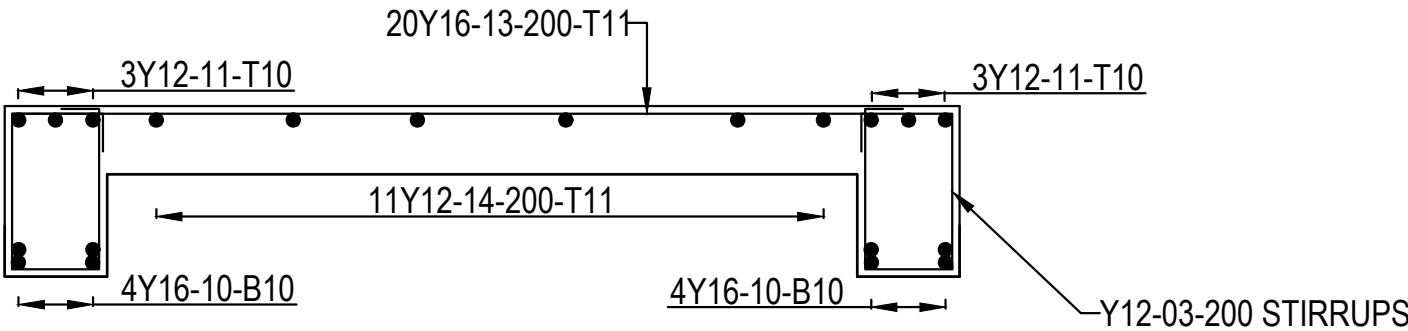
BULK TANK PLINTH PLAN
REINFORCEMENT
SCALE 1:75

GENERAL NOTES:
1. ALL DIMENSIONS ARE IN MM UNLESS INDICATED OTHERWISE.
2. ALL DIMENSIONS TO BE CHECKED PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR TO CONFIRM SERVICES POSITIONS ON SITE.
4. CONCRETE: MASS CONC.: 20/19
 PLINTH CONC.: 30/19
5. THE CONTRACTOR TO INFORM THE ENGINEER SHOULD THERE BE ANY DEVIATIONS ON SITE.
6. ALL WORK TO DONE IN ACCORDANCE TO SABS 1200G.
7. ALL REINFORCING SHOULD BE INSPECTED BY THE ENGINEER PRIOR TO CONCRETE POURING.
8. CHARACTERISTICS OF STEEL REINFORCEMENT:
HIGH YIELD STEEL: 450Mpa
MILD STEEL: 250Mpa
9. THE COVER TO REINFORCEMENT IS 50mm.
10. ALL EXPOSED FORMED FACE TO RECEIVE F2 FINISH.
11. ALL EXPOSED UNFORMED FACES TO RECEIVE SMOOTH STEEL FLOATED FINISH.
12. PROVIDE 25mm CHAMFER OF EXPOSED EDGES.

4 - Y10 - 05 - 300 - B or T

NO. OF BARS BAR MARK BAR SPACING BOTTOM TOP

TYPE AND DIA



SECTION 03
SCALE 1:100

MEMBER	NO OF MEMBERS	TYPE & DIA	BAR MARK	TOTAL NO	LENGTH	SHAPE CODE	A	B	C
PLINTH REINFORCEMENT	2	Y16	10-B10	8	2800	38	200	2400	
	2	Y12	11-T10	6	2800	38	200	2400	
	2	Y12	12	24	1350	60	400	200	
	1	Y16	13-T13	12	2300	38	200	1900	
	1	Y12	14-T13	7	2400	20	2400		
MASS (Kg/m)		HIGH YIELD	=138 Kg/m						

AMENDMENTS

Rev No.	DATE	DESCRIPTION	DONE BY	CHECKED

CLIENT DEPARTMENT SIGNATURES:

FACILITY STAMP

FACILITY MANAGER

INFRASTRUCTURE MANAGER

GENERAL MANAGER

Reference drawings: Description:

DESIGNED	SJ Mshengu
CHECKED	A Chotoo
DRAWN	SJ Mshengu
CHECKED	A Chotoo

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

FOR TENDER

Project
**MADADENI HOSPITAL
INSTALLATION OF GENERATOR SET
FOR OPERATING THEATRE**

Drawing Description:
**REINFORCEMENT DETAILS
2 OF 2**

Sheet: A3
Scale: as shown Rev. 00
Drawing number: W078285-SE103
DOP WIMS number
WIMS NO 078285
Stamped by Plans Approval Committee:



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES
AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY
CLINIC**

ANNEXURES

PART ONE
GENERAL SPECIFICATION

PART ONE
GENERAL SPECIFICATION

1. GENERAL: CANOPY TYPE STANDBY GENERATOR SET (PRIME RATED)

The **Canopy Type** stand-alone standby generator set (Prime rated) herein specified is to be installed at **Madadeni Hospital** situated in Newcastle. The ambient temperatures are 40°C maximum and 0°C minimum and 1220 m above sea level.

In order to best meet South Africa's employment targets, locally assembled generator sets will receive preference.

Due to the critical nature of this installation, ONLY genuine and accredited DIESEL GENERATOR SET MANUFACTURERS with Local 24 hour support and IN HOUSE maintenance facilities will be considered.

When pricing this document, allowance must be made for the installation to be carried out after hours and / or over a weekend at a time suitable to the KZN Department of Health's institution. Prior to any shutdown, it should be agreed with the Health Institution whether any temporary standby plant is required. Apart from this, downtime must be kept to a minimum and once an installation starts, it must be completed and commissioned without any interruptions. The Tenderer must provide documented proof that they have the staff and capacity to carry out this type of installation.

In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

The contract period shall be 6 months, commencing from the date of site handover and including weekends.

2. STANDARDS AND CODES

All work and equipment shall be in accordance with the requirements of BS5514 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

3. REGULATIONS

The installation shall be erected and tested in accordance with the following Acts and regulations:

- a) The latest issue of SANS 10142-1: "Code of Practice for the Wiring of Premises".
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.
- c) SANS 1507: Low voltage cables.
- d) SANS 10089- part 1 & part 2: The petroleum industry.
- e) The municipal by-laws and any special requirements of the local supply authority.
- f) SANS 10400: The National Building Regulations and Building Standards as amended.

- g) SANS 8528: Reciprocating internal combustion engine driven alternating current generating sets.
- h) The Standard Technical Specification for Standby Generators.

4. SCOPE OF CONTRACT

The contract comprises the following:

- a) Design, manufacture, assembly, delivery to site, off-loading at the site, installation, testing, commissioning and handing over in first class working order of a complete canopy type standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification. The generator set generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a fuel system comprising of self-bunded day and bulk tanks capable of running the generator set for a minimum of 72 hours at full load, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator and mains MCCBs and all necessary switchgear, including the changeover equipment and on-load bypass switch.
- b) Isolate and disconnect the existing 60kVA temporary canopy type generator set, transport to Ladysmith Hospital Gateway Clinic, off-loading on site, installation, testing, commissioning, and handing over of the 60kVA generator set complete with all necessary ancillary equipment to comply with requirements of this specification and the latest relevant standards and regulations.
- c) Service the generator set installation for the duration of the guarantee period of twelve (12) months.
- d) Refurbishment and modification of an existing distribution board.

5. CO-ORDINATION

The concrete plinth designs will be provided by the Department. However, the construction of plinths will be the responsibility of the Contractor. The Contractor shall ensure that the space allowed is sufficient for the installation of the generator set by providing the generator set dimensions, weight and all necessary drawings. Shall the Contractor fail to produce such information, all discrepancies that might occur as a result will be regulated at a Contractor's expense.

6. CANOPY AND PLANT LOCATION

The generator set shall be a canopy type unit. The weatherproof canopy shall be manufactured from 3CR12 stainless steel and shall be treated against corrosion with suitable rust-inhibiting primer. It shall fit onto the sets base frame, making the entire unit self-contained. Lockable hinged doors (container type system with a robust locking facility lockable by means of a padlock required) shall allow access for maintenance purposes and louvres complete with vermin proofing shall be installed at both ends. The louvres shall be sized to suit the sets cooling and combustion air flow requirements and be fitted with vermin proofing. The canopy shall be painted with an etching primer, then finished with two coats of enamel grey paint.

The standby diesel generating set shall to be located as indicated under Part Three: Particular Specification which forms part of this document.

Tenderers are advised to acquaint themselves with the site conditions including access, as no claim on the grounds of want of knowledge will be entertained.

7. PLANT DUTIES

The diesel generating set and its ancillary equipment shall normally operate as an automatic mains failure unit. It shall be capable of delivering its full rated output at any time and any ambient conditions likely to occur at the site. The generating set will not be required to be synchronized with the main supply.

8. SYSTEM

The system to which the plant is to be connected is 3 phase, 4 wire, 400 Volt between phases and 230 Volt between phase and neutral, with a frequency of 50 Hz.

9. RATING

Note: The unit shall be capable of delivering 300kVA full load at 0.8 power factor at Prime Power.

Load capacity shall not exceed 80% of full load at 0.8 power factor.

The generator set shall be capable of accepting 60% of the specified site electrical load 10 seconds after the starter motor is energised and the remaining 40% shall be accepted 5 seconds thereafter, i.e. 100% load acceptance shall not exceed 15 seconds.

The rating of the diesel generating set shall be based on operation of the set when equipped with all necessary accessories such as radiator fan, air cleaners, lubricating oil pump, fuel transfer pump, fuel injection pump, water circulating pump, and battery charging alternator.

The generator set shall be capable of delivering the specified output continuously under the site conditions without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS5514.

10. TESTING AND INSPECTIONS

10.1 Testing At Contractor's Premises

An acceptance test shall be carried out at the Contractor's works to establish that the diesel generating set and its ancillary equipment meet with the requirements of the specification. The Contractor shall give the Engineer a notice of at least seven days prior to testing the generator set. In the event of the generator set failing the test and having to be re-tested, at some future date, all expenses (including travelling) incurred by the Engineer in attending the second test will be to the Contractor's account.

All fuel used for the test will be for the Tenderers' account. Tenderers shall allow for fuel in their unit price. Tenderers are advised to allow for data to be used for the DSE WEBNET at suppliers' premises.

- a) Simulate a mains failure to automatically start the plant from cold to test its ability to attain full rated speed and voltage and assume the full load in the specified time of ten seconds.
- b) Test run the plant at full load for a period of one hour.

- c) Immediately after the above specified run, without stopping the plant, run it for a further hour at 110 % load.
- d) Test the plant with regards to voltage dip, voltage and frequency recovery, with a sudden application of various loads.
- e) Test the plant for its ability to assume full rated load immediately on failure of the normal supply.
- f) Test and demonstrate (by simulation only where actual Conditions could damage the plant and its ancillary equipment) the correct operation of the engine safety controls and alarms together with other alarms as specified.
- g) Any other tests the client may consider necessary to establish that the diesel generator and its ancillary equipment as a whole is functioning correctly and in accordance with the specification.

The Contractor shall provide necessary instruments and equipment for carrying out the tests. The test equipment shall be capable of producing 100% load for one hour and 110% load for a further hour continuously without interruption. The test load shall be adjustable and balanced over three phases.

The instrumentation shall be capable of recording and producing printed data pertaining to transient voltage dips, recovery time, applied load, etc.

10.2 Tests On Site

On completion of the installation of the generator set, prior to practical completion, the following tests shall be carried out on the installation for a period of sufficient duration to establish that the generator set meets the requirements of the specification. During this period the installation will be inspected and the Contractor shall make good, to the satisfaction of the client, any defects which may arise.

- a) Automatic starting and stopping with load change over. The load in this instance will be provided by the client.
- b) Test by simulation only of the operation of the engine protection and alarm devices.
- c) Any other tests which the consultant may require on site.

11. NOTICES AND LABELS

11.1 Warning Notice

The Contractor shall provide and install in a conspicuous position and all openings on the generator set canopy a clearly legible and permanent notice 450 x 450mm made from non-deteriorating material, preferably plastic with red letters on a white background worded to read as follows:

DANGER

**THIS MACHINE WILL START WITHOUT WARNING. PRESS THE RED BUTTON
BEFORE WORKING ON THE PLANT.**

INGOZI

**LO MSHINI UNGADUMA NGAPHANDLE KWESIXWAYISO. CINDEZELA
INKINOBHO EBOMVU NGAPHAMBI KOKUSEBENZA.**

And
DANGER
UNAUTHORIZED ENTRY IS PROHIBITED.

INGOZI
ONGENAMVUMO AKAVUNYELWE UKUNGENA LAPHA.

All labels shall be RED engraved letters on WHITE Ivorene glued or pop-riveted to cover plates where applicable. Letter size shall be a minimum of 3mm.

12. OPERATING AND MAINTENANCE MANUALS, ETC.

The Contractor shall supply three complete comprehensive sets of operating and maintenance manuals, complete with schematic control diagrams and complete spare parts list for both engine and generator.

The above manuals are to be handed to the authorised representative on completion of the installation.

In addition, a complete schematic diagram of the power and control circuitry is to be mounted in a glass fronted wooden or non-ferrous metal frame and fixed to the canopy door adjacent to the generator control panel.

The Contractor is to provide a schedule containing particulars and part numbers of all major components e.g. relays, timers etc. of the control circuitry to facilitate the ordering of spares.

NOTE: Under no circumstances will **Practical Completion** be taken of the generator set and equipment unless these requirements have been completed.

13. SUBMITTALS

Within one month of the receipt of order the successful Tenderer shall submit prints of each of the following drawings for approval:

- a) Full particulars, performance curves and illustrations of the equipment offered.
- b) Detailed drawings and wiring diagrams of the plant and the switchgear.
- c) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charger.
- d) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- e) Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation.
- f) Dimensioned layout of all equipment in the canopy compartment.
- g) Both dry and wet mass of the generator set.

14. SPARE PARTS

Tenderers must provide an assurance with their Tender that spare parts for the plant offered by them as a whole are readily available within the Republic of South Africa and to state where these spare parts are available.

15. GUARANTEE AND MAINTENANCE

15.1 General

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after Practical Completion is achieved. During the maintenance period the Contract Works shall be maintained as specified in Clause 15.5 by the Contractor and any defective material, equipment or workmanship (excepting proven, wilful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

15.2 Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

15.3 Latent Defects and Failure to Comply with Specification

The client reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

15.4 Qualification by Tenderer

Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the consultant accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

15.5 Maintenance

At four (4) monthly intervals during the guarantee period of twelve (12) months, starting from the date of Works Completion, the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement the Contractor shall:

- a) Check and top-up if necessary, the fluid levels in the radiator, engine sump, fuel oil tank and batteries.
- b) Grease and oil moving parts, where necessary and check the air / oil / fuel filter and, when necessary, clean the filter and replace filter.
- c) Check and when necessary adjust the valve settings and the fuel injection equipment.

- d) Test run the standby generator set and ancillary equipment for a period of 15 minutes.
- e) Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
- f) Fill in the standby plant logbook.

The cost of such inspections, maintenance, adjustments, repairs, etc., shall be included in the tender price. However, the cost of renewing any part which may become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him within twenty-four (24) hours to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve (12) months, the Contractor shall, if called upon by the client, at his own expense replace the whole or such parts thereof as the client may deem necessary with equipment to be specified by the client. Approval - tacit or otherwise - of the equipment installed shall be considered as provisional only and shall not invalidate the client's right as indicated above.

16. TRAINING OF MAINTENANCE PERSONNEL

The Contractor shall undertake to train the Hospital's operating and maintenance staff to be fully competent in the operation, maintenance, fault finding, replacement, and repair of the equipment.

Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.

The operations training course must contain at least the functions, facilities and operation of the system on the different levels and shall include:

- a) Description of the system.
- b) Written operating instructions and procedures for all levels of control personnel.

The maintenance training course has to contain all normal maintenance procedures and repairs to be done for everyday problems with the system.

All material included in the courses, shall be included in the operating and maintenance manuals.

The Contractor shall supply the Engineer with a proposed training course, one week prior to the commissioning of the system.

PART TWO

EQUIPMENT REQUIREMENTS

PART TWO EQUIPMENT REQUIREMENTS

1. DIESEL ENGINE

1.1 Type

The engine shall be of the multi cylinder, four stroke cycle, cold starting, direct injection, compression ignition type, suitable for operation on diesel fuel.

Only genuine engines with full local Original Equipment Manufacturer (O.E.M.) technical support will be accepted. Grey products and “copies” will under no circumstances be accepted and will lead to the tender being rejected.

1.2 Cooling System

The engine shall be of the water cooled type and the cooling system shall be of sufficient capacity to cool the engine when the set is delivering its full rated load in the ambient conditions specified in Clause 1.

The engine shall be equipped with a heavy duty type radiator, complete with engine driven fan and centrifugal water circulating pump and a thermostat to maintain the engine at the makers recommended temperature level.

A thermostatically controlled immersion heater shall be provided and fitted in the engine cooling circuit to ensure easy starting of the engine at any ambient temperature.

The heater shall be so fitted that it can easily be withdrawn without having to drain the system. The heater shall be suitable for a 220 volt 50 Hz supply.

A low radiator level shutdown sensor switch shall be fitted in the radiator header tank. A separate temperature sensor must be fitted on the block for the normal high engine temperature shutdown and gauge.

The sight gauge shall be easily accessible for reading purposes and it shall be safe and easy to top up the coolant without having to climb inside or over the unit.

1.3 Speed

The engine speed shall not exceed 1500 R.P.M. at normal full load conditions.

1.4 Fuel

The engine shall be capable of satisfactory performance on a commercial grade of distilled petroleum fuel oil such as Number 2 fuel oil. (Commercial grade diesel fuel: **500ppm**).

1.5 Rating

The generator set shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering an output of 110 % of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS 5514.

The engine shall have sufficient capacity to start up and shall within 15 seconds from mains failure, supply the full rated load at the specified voltages and frequency.

1.6 Governor

The engine shall be of the latest electronic type, or controlled by a governor to maintain governed speed for 50 Hz operation. The speed governor shall be able to keep the output of the generator and speed within the permissible limits by maintaining frequency fluctuations within $\pm 1\%$ limits.

1.7 Fuel System

The complete system including bulk and base tanks shall be sized to allow the generator set to run for a minimum of 72 hours at full load.

An engraved label shall be installed in a conspicuous area on the generator control panel that indicates the following:

- **Base tank capacity**
- **Bulk tank capacity**
- **Full load litres per hour consumption**

1.7.1 Base Tank

The base tank shall be able to take a minimum of 1 000 litres of diesel.

The base tank shall be a self-bunded type that shall be of sufficient capacity to contain any spillage, equivalent to 80% in volume of the base tank. A float level alarm connected to the generator controller shall be incorporated into the bund area located such that the alarm will be activated when 50% of the volume of the bund area has been reached in the event of any diesel fuel leakage.

The base tank shall be fitted with a suitable filter, breather pipe, visual gauge, removable inspection cover, drain, filler cap, low level and extra low shutdown alarm sensors. These shall supply an audible and visible signal on the control panel.

In addition, pump / solenoid valve start / stop sensors are required to control the automatic filling of the base tank from a remote free standing bulk tank.

The set shall also be supplied with a hand operated "wing pump" and a suitable length of oil resistant hose, suitable for filling it from containers. The hose shall be of the "push lock" type and shall be sufficient in length to extend 5 meters outside of the canopy door.

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a minimum period of 12 hours.

1.7.2 Bulk Tank

The bulk tank shall be 4 500 litres Petro Industrial PC Cube, range code PC 8.8 or Similar approved. It shall meet the following specifications.

The bulk fuel tank shall consist of an ISO 9001 quality containerised double walled tank mounted on a steel reinforced concrete plinth of suitable MPa strength to carry the weight of a fully fuelled bulk tank and canopy type generator. The size and configuration of the bulk tank shall be matched to the size of generator to enable the generator to run continuously for a minimum period of 72 hours on full load.

In the event of the standard bulk tank size being in between the required volume, the next largest size must be supplied.

The composite bulk tank together with all interconnecting supply and return pipes, low level alarm, visual fuel level indicators, lockable shut off valves, breather and an automatic filling system shall be provided.

The automatic filling of the base tank, from the bulk tank, shall be controlled by level switches mounted in the base tank. These switches shall start and stop the electric self-priming pump, or solenoid valve system.

Manually operated filling of the base tank from the bulk tank shall be by way of a spring loaded push button switch that shall switch off the pump if the push button switch is released by the operator.

Drain plugs shall be constructed in such a manner that shall prevent the removal of such drain plug by conventional means i.e. shifting spanner, pliers etc.

1.8 Lubricating

The engine shall be provided with a forced feed lubricating system with a gear type lubricated oil pump for supplying oil under pressure to the main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and all other moving parts.

Full flow replaceable element type oil filters, conveniently located for servicing, shall be provided. Filters shall be provided with a spring loaded by-pass valve to ensure circulation if the filters become clogged.

1.9 Cylinder Liners

The engine shall be provided with removable wet or dry type cylinder liners of close grained alloy iron.

1.10 Air Cleaners

The engine shall be provided with one or more dry type air cleaners which shall provide positive air filtration.

1.11 Exhaust System

The engine shall be fitted with an efficient Grade 304 stainless steel exhaust system. Flexible bellows shall be fitted between the exhaust outlet and the silencer. The flexible piping must on no account be used to form a bend or compensate for misalignment. The silencer shall be located within, or on top of the canopy. The silencer shall be of the highly efficient type suitable for use in residential areas and shall be capable of providing 20 to 30 decibels of suppression.

The silencer and discharge piping shall be suitably supported.

The exhaust pipe inside the canopy shall be suitably lagged then clad in galvanized or polished stainless steel sheet.

The end of the exhaust shall be cut to a 45 degree angle, in order to prevent rain ingress and mesh shall be welded into the end to prevent birds or rodents from entering the pipe.

1.12 Flywheel

The flywheel shall be designed to limit the cyclic irregularities to within the limits laid down in B.S. 5514 as amended.

1.13 Engine Starting

The engine shall be equipped with a 12/24 volt starting system of sufficient capacity to crank the engine at a speed, which will allow starting of the engine.

The starting equipment shall include a 12/24 volt D.C. starter motor engaging directly on the flywheel ring gear. A heavy duty battery charging alternator and maintenance free batteries of the Delco/Deltec type shall be supplied. The batteries shall be mounted in a lockable battery box.

The batteries shall be connected to the engine with suitably rated P.V.C. insulated flexible leads.

The batteries shall have sufficient capacity to provide three automatic attempts to start immediately followed by three manual attempts without any appreciable drop in voltage. The automatic attempts to start shall each be of not less than 10 seconds duration with 10 second intervals between and the manual attempts shall be based on the same cranking period.

A device shall be provided to limit the cranking time of each automatic attempt to start, to the 10 seconds specified above and to provide three automatic attempts after which the automatic starting mechanism will cut out until manually reset and at the same time sound an audible alarm and illuminate the L.E.D. on the AMF controller. The engine driven battery charging alternator shall have sufficient capacity to recharge the batteries back to normal starting requirements in not more than six hours.

A battery charging unit of the trickle charge type shall be provided to maintain the batteries at full capacity when the set is at rest. The charging equipment shall be connected so that the battery is normally charged from the mains, but is also charged under mains failure conditions from the diesel generating plant and if required via an inhibitor relay to prevent dual charging.

The unit shall be complete with voltmeter, push button test, D.C. and A.C. protective gear. The charging unit shall be incorporated in the diesel generator control cabinet.

1.14 Engine Requirements

As per the Deep Sea Electronics DSE 7320 Controller.

1.15 Engine / Alternator Coupling and Base

The engine and alternator shall be direct coupled and arranged for operation at 400/230 volt, 50Hz and 1500 RPM.

A steel fabricated base-frame (incorporating the day fuel tank) with anti-vibration mounts between the engine / alternator combination and base shall be provided and must be able to be placed directly on the concrete plinth / slab. The base frame shall incorporate the canopy mounting arrangement.

1.16 Painting

The engine shall be painted **uniformly** with best quality enamel paint **in a colour approved by the Department**.

2. RADIATOR EXTRACT DUCTING

A galvanized duct shall be provided and installed between the radiator face and outlet louver to positively duct the hot expelled air out of the canopy. A flexible section shall

be fitted between the radiator face and duct in order to prevent the recirculation of hot discharged air.

3. A.C. GENERATOR

As per the engine requirements, only genuine and locally supported recognised Original Equipment Manufacturers (O.E.M.) alternators will be acceptable. Grey products and copies are unacceptable and will result in the Tender being rejected.

3.1 Rating

The generator shall be a 400/230 volt, 3 phase, and 4 wire 50 Hz machine. The generator rating shall be applicable for continuous service application.

Note: The unit shall be capable of delivering 300 kVA at 0.8 power factor at Prime Power.

The unit shall deliver 60% of the specified site load 10 seconds after start up and the remaining 40% of load shall be delivered after a further 5 seconds, i.e. 100% load acceptance shall not exceed 15 seconds.

3.2 Construction and Manufacture

The generator shall be a revolving field type, coupled directly to the engine flywheel through a flexible disc for positive alignment. The generator housing shall bolt directly to the engine flywheel housing and shall be equipped with a heavy duty ball bearing support for the rotor. The motor shall be dynamically balanced up to 25 % over speed.

The generator shall be of heavy duty compact design. Insulation shall be Class H as recognised by B.S.5514.

The generator field excitation shall be performed by a rotating exciter mounted on the generator motor shaft through a brushless rotating diode system. The voltage regulator shall be of the static-magnetic type with silicon diode control. It shall be mounted on the top or side of the generator and enclosed in a drip proof enclosure. A built in voltage adjusting rheostat shall provide 10% voltage adjustment.

3.3 Performance

The generator shall be capable of continuously delivering the full rated load specified in Clause 3.1 and of providing a 10% overload for the period and in the manner specified for the engine in Clause 1.5.

3.4 Wave Form

The shape for the voltage and current wave shall be within the limits laid down by B.S. 5000.

3.5 Voltage Regulation and Response

The alternator shall be self-regulated and shall incorporate an automatic voltage regulator.

The voltage regulation shall not exceed $\pm 2\frac{1}{2}\%$, from no load to full load, including cold to hot variations at any power factor between 0.8 lagging and unity and inclusive of speed variations within the limits stated in Clause 1.6.

Upon application of full load at a power factor of 0,8 lagging the alternator voltage shall recover to within 2½% of the steady state value within approximately 300 milliseconds.

Upon application of any load specified in transient, maximum voltage dip shall not exceed 20% of the nominal voltage when measured at the alternator terminals.

3.6 Windings

The generator stator windings shall be star connected with the star point brought out and connected to the neutral terminal in the terminal box on the generator to provide a 400/230 volt supply.

3.7 Terminal Box

The terminal box shall be fitted to suit the cable route and it shall be large enough to allow for glanding and connecting the cables specified in Clause 5.2.

3.8 Radio and T.V. Interference

The generating set shall be suitably suppressed within the limits of B.S. 800 against radio and television interference.

3.9 Painting

The engine shall be painted **uniformly** with best quality enamel paint **in a colour approved by the Department**.

4. CHANGEOVER AND CONTROL PANEL

The changeover and control panel shall be situated inside the canopy.

4.1 Type and Construction

The control panel shall be designed for the control of the diesel generating set with instrumentation and protective devices to meet both manual and automatic mode requirements.

The control panel shall be of robust construction, totally enclosed and dustproof.

It shall be of folded 1,6 mm thick cold rolled sheet steel construction, suitable for front entry through hinged doors. Internal chassis plates, circuit breaker pans and gland plates shall be provided. Special attention shall be given to vermin proofing and dust sealing.

The control panel shall be painted with best quality powder coated signal red paint. Prior to painting, all steelwork must be thoroughly degreased and re-rusted and then primed with a zinc chromate primer. All internal steel chassis plates, gland plates and switchgear brackets shall be painted with white powder epoxy paint and all exterior steel surfaces shall be finished with red powder epoxy paint.

4.2 Bus-Bars, Wiring, Switchgear, etc.

All bus-bars and wiring shall be adequately rated and suitably supported, and control wiring shall be neatly laced and numbered with durable plastic ferrules, for easy tracing. Suitable terminals are to be provided for incoming and outgoing cables. Suitably sized holes shall be punched in the gland plates for the required number of cable terminations for both incoming and outgoing cables. The cables shall be secured to the gland plate by means of cable glands as Pratley, C.C.G. or other approved. The gland plate shall be suitably braced to prevent distortion after the cables are glanded thereto.

The supply and installation of all cables and supports between the generator set and AMF control panel forms part of this contract.

Circuit breakers are to be of moulded case construction and the 4 pole motorized change over switch and "On Load" bypass switch shall be a reputable make, with full local representation.

All instrumentation shall be of 1.5% accuracy and their performance shall comply with B.S.89. The instruments shall be flush mounted and the dial dimensions shall be 96mm x 96mm.

Tenderers must give assurance with their tender that replacements for the equipment, switchgear and instruments used in the construction of the panel are readily available from stock held in the Republic of South Africa.

4.3 Control Board and Bypass Switch

- a) 1 x 4 Pole Generator MCCB. The MCCB shall be rated to suit the generator offered and shall have both adjustable thermal and instantaneous overload elements.
- b) 1 x 4 Pole Mains MCCB. The MCCB rating shall be of the same rating as the mains supply MCCB and shall have adjustable thermal and instantaneous overload elements.
- c) 1 x Set of Four Pole automatic changeover isolators with motor operated mechanisms (Minimum rating of 630 amps) and with appropriate auxiliary and control contacts with electrical and mechanical interlocking arrangements to the approval of the Department. The units are to be Socomec, ABB or other approved **prior to the close of the Tender.**
- d) 1 x On load hand operated bypass switch (Minimum rating of 630 amps) of the isolator type with three operating positions labelled "NORMAL", "OFF" and "BYPASS" to enable the changeover equipment and control circuitry to be bypassed for maintenance purposes. The units are to be Socomec, ABB or other approved **prior to the close of the Tender.**
- e) 3 x Open ring CTs suitably scaled.
- f) 1 x Open ring VT.
- g) Load, neutral and earth bus-bars.

4.3.1 Control Section

- a) Automatic constant voltage battery charger.
- b) Electronic governor control (if required and not an electronic engine).
- c) Control C/B for instruments.
- d) Control relays for change over contacts.
- e) 12 / 24 Volt fuel relays.
- f) Terminal strips.

4.3.2 Door Mounted Components

NOTE: While the controller incorporates some of this equipment, the specified items as detailed below are STILL REQUIRED and shall be mounted on the door.

- a) As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 complete with separate GPS and GSM antennae.
- b) 3 x Flush mounted M.D.I. 96 x 96mm dial ammeters suitably scaled.
- c) 1 x Flush mounted 96 x 96 mm dial voltmeter, 0 - 500VAC.
- d) 1 x Flush mounted voltmeter selector switch with off, phase to phase and phase to neutral positions.
- e) 1 x Flush mounted running hour meter.
- f) 1 x Emergency stop push button - "Latching type".
- g) 1 x Engine alternator charge indication.

4.4 Control Equipment Requirement

Control systems may not consist of the electromagnetic relay type. **Only the Deep Sea DSE 7320 fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae** or equivalent (Subject to approval by DoH **prior to the closure of the Tender**) solid state programmable systems will be accepted.

The solid state controller and associated systems wiring shall be to the control system manufacturer's guidelines and shall be adequately protected against transient over voltages arising from lightning effects, switching surges, power system surges or mains and alternator borne noise/interference. Full details of the suppression systems are to be provided at tender. Wiring to and from the solid state programmable controller is to be screened as necessary to prevent electrostatic and magnetic interference from adjacent wiring/systems.

4.4.1 Specification For Controller

FRONT PANEL INDICATORS AND DISPLAYED MESSAGES

The controller status including Warning and Shutdown/ Critical alarms shall be indicated by a combination of LCD and messages on the LCD display.

CONDITION	LCD	DISPLAY MESSAGE	WARNING	SHUTDOWN
HIGH ENGINE TEMPERATURE	X	X	X	X
LOW OIL PRESSURE		X		X
OVER SPEED		X		X
UNDER SPEED		X		X
LOW FUEL AT 30% OF CAPACITY	X	X	X	
NO FUEL AT 15% OF CAPACITY	X	X		X
LOW BULK TANK		X	X	
LOW WATER	X	X	X	X
START FAILS AFTER 3 CRANKS AT 10 SECOND INTERVALS	X	X		X
EMERGENCY STOP	X	X		X
SHUTDOWN / CRITICAL	X	X		X
MAINS PHASE ROTATION FAULT		X		X
HIGH MAINS VOLTS		X		X
LOW MAINS VOLTS		X		X
MAINS ON	X	X		

MAINS ON LOAD	X	X		
ALTERNATOR ON	X	X		
ALTERNATOR ON LOAD	X	X		
ALTERNATOR PHASE ROTATION		X		X
HIGH ALTERNATOR VOLTS		X		X
LOW ALTERNATOR VOLTS		X		X
BATTERY VOLTS FAULT		X	X	
ALTERNATOR CHARGE FAULT		X	X	
AUTO	X			
TEST	X			
MANUAL	X			
MANUAL START	X			
MANUAL STOP	X			
MANUAL OR TEST (NOT IN AUTO)	X			
TIME DELAYS IN SECONDS				
MAIN FAILURE DELAY	10			
START-UP TIME	5			
MAINS RETURN DELAY	60			
COOL DOWN DELAY BEFORE SHUT DOWN.	120			

NB: Special Notes

- Lower water or Low coolant sensor must be included, to prevent the generator from starting and to cut off the generator when there is low water.
- Low oil sensor must be included, to prevent the generator from starting and to cut off the generator when there is low water.

4.4.2 Front Panel Switches

As per the Deep Sea 7320 controller

4.4.3 Plant Operation

The mode selector touch pad functions shall be as follows:

OFF / RESET	Control system off and alarm condition reset
AUTO	Automatic starting and stopping of the set dependent on the mains supply
MANUAL	Starting and stopping activated manually. In this mode the load will not be transferred in the event of a mains failure.
TEST	The set will start automatically in this position. The load will be taken by the alternator in the event of a mains failure and will run off load.

4.4.4 Logging Of Events

As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae.

4.4.5 User Programmable

As per the Deep Sea DSE 7320 Controller fitted with DSE Webnet DSE890 Gateway complete with separate GPS and GSM antennae.

5. CABLES

Cables shall be Cu PVC/PVC/SWA/ECC/PVC cables as specified in Clause 6 of Part Three: Particular Specification. The cables shall be installed and terminated in accordance with the latest requirements and amendments of the SANS 10142. Cables shall be manufactured to the latest requirements of SANS 1507.

5.1 General

- a) The Contractor must satisfy the Engineer that he is competent to lay the cables specified, and must have had previous experience of cable laying and jointing of the size and type of cable specified.
- b) The Contractor shall, before installing the cables, familiarize himself with the conditions on site and shall be provided with such information as is known to the Engineer through the route, to enable the Contractor to adequately plan the route.
- c) The Contractor shall take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or electrolytic action and shall submit his recommendations for approval, for any precautionary measures to be taken in such instances.
- d) Except where ducts, tunnels or pipes are provided and unless instructed to the contrary by the Engineer, the Contractor shall lay the cables direct into the ground.

5.2 Terminations

The cables are to be made off with suitable cable glands as C.C.G, Pratley or other approved. The cable glands at the control panel shall be secured to the gland plate in the base section of the panel and at the generator end to the terminal box.

The cable conductors shall be terminated with suitably rated hydraulic pressure crimped cable lugs.

5.3 Trenching and Excavations

- a) The proposed cables routes will be indicated on the drawings and to Tenderers on site.
- b) The Contractor shall, before trenching commences, familiarize himself with the route and conditions on site and shall be provided with such information as is known to the Engineer regarding site conditions and other plant along the route, to enable the Contractor to ensure that every effort is made to avoid damage to this plant. In addition, any landscaping that is obstructing the cable route is to be indicated to the engineer for instruction on how to proceed.
- c) Trial holes shall be made as and when requested by the Engineer, or by the Contractor where reasonable doubt exists regarding the proximity of other plant. The request for trial holes by the Engineer does not absolve the Contractor for liability for damage to plant during excavation.
- d) Trenches shall be kept as straight as possible and each trench shall be excavated to approved formations and dimensions.
- e) Where trenches pass from one section to another, where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Engineer.

- f) If, during the course of excavating, obstructions are encountered which necessitate alterations to the trench, or the adoption of a special form of trench, such trenching must receive the prior approval of the Engineer.
- g) The material excavated from each trench shall be placed adjacent to the trench in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property, and shall be stacked so as to avoid undue interference with traffic.
- h) In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated material shall be separated into hard road metal, soil and other materials.
- i) The Engineer shall be notified immediately by the Contractor of any exceptional conditions which are encountered during excavations.
- j) Trenches shall be secured and encircled with a red and white tape and notice board to notify people on site of possible danger.

5.4 Cable Laid in Ground

- a) Prior to laying the cable, the trench shall be inspected thoroughly by the Engineer or his appointed representative to ensure that it is free from all objects likely to damage the cable either during or after cable laying operations.
- b) The method of laying of cables shall be approved and meet the specification of the manufacturer and the client.

5.5 Installation Depth

- a) Unless otherwise specified cables shall be installed at the following minimum depth below final ground level of 600mm.
- b) All cable depth measurements shall be made to the top of the cable when laid directly in ground or to the top of the duct or sleeve where these are provided.
- c) The Contractor may only deviate from the above depths provided prior authority in writing has been obtained from the Engineer.

5.6 Bedding

- a) The bottom of the trench shall be filled across the full width with a 75mm layer of suitable soil sifted through a 6mm mesh and levelled off.
- b) Only sandy clay or loam soil with a satisfactory thermal resistivity (not exceeding $1,5^{\circ}\text{C m/W}$) may be used for this purpose. Sea or river sand, ash, chalk, peat, clinkers or clay soil shall not be used. The use of crusher sand is acceptable.
- c) Where no suitable soil is available on site, the Contractor shall import fill from elsewhere and make all the necessary arrangements to do so. The cost of importing soil for bedding purposes shall be included in the contract price and shall be agreed with the Engineer, unless specifically provided for in the rates.
- d) After cable laying, a further layer of bedding shall be provided to extend to 75 mm above the cables.
- e) The bedding under joints shall be fully consolidated to prevent subsequent settling.

5.7 Backfilling

- a) The Contractor shall not commence with the backfilling of trenches without prior notification to the Engineer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost.
- b) A plastic marking tape shall be installed at 300 mm above the cable. The tape shall be red and white and the words "ELECTRIC CABLE" shall be printed at 500 mm distances on it.
- c) Backfilling shall be done with soil suitable to ensure settling without voids. No large stones or rocks shall be present in the backfill material. All soil used for backfilling shall pass through an 80 mm mesh to ensure that the maximum allowable diameter of stones present in the backfill material is 75 mm.
- d) The backfill shall be compacted by hand in layers of 150 mm and sufficient allowance shall be made for final settlement. The Contractor shall maintain the refilled trench at his expense for the duration of the contract. Surplus material shall be removed from site and suitably disposed of.
- e) On completion, the surface shall be made good to match the surrounding area. In the case of roadways or paved areas the excavations shall be consolidated to the original stability and the surface finish reinstated.

6. EARTHING

The neutral point of the generator shall be solidly connected, by means of an appropriate size (at least 70 mm) of insulated earth conductor to the earth bar in the alternator and in the panel. All plant ancillary equipment shall be suitably bonded together with an appropriate size of bare copper tape which shall also be connected to the earth bar.

An Earth Mat of sufficiently low impedance to match the generator rating shall be installed. The Contractor shall present the Earth Mat readings to the Engineer.

7. PHASE ROTATION

The Contractor shall ensure that the mains and generator phase rotations are identical. The existing phase rotation shall be determined prior to the changeover shutdown to ensure that the new set is connected with the same phase rotation.

8. GENERATOR HOUSING

- a) No building will be provided for the generator.
- b) The generator set shall be supplied complete with a weatherproof steel canopy. The canopy shall also be vandal and vermin proof.
- c) The canopy shall accommodate the generator set and control panel.
- d) The canopy shall be fitted with sound dampers to limit the noise level from the generator engine to below 65dB.
- e) The canopy shall be lockable by means of a padlock.
- f) The canopy shall be constructed from 3CR12 stainless steel.
- g) The canopy shall be treated against corrosion with a suitable rust-inhibiting primer.

- h) The canopy final coat of paint be grey.

9. CONCRETE PLINTHS

- a) Concrete plinths designs and drawings will be provided by the Department's Civil Engineer.
- b) The Contractor shall be responsible for the construction of the concrete plinth in the position indicated on the site plan.
- c) The Contractor must inform the Department's Engineer should there be changes required in plinth sizes in accordance with the generator dimensions.
- d) All concrete plinths shall be able to accept a minimum loading weight of six tonnes, spread evenly over the footprint of the generator canopy.
- e) Each plinth dimensions will be provided on particular specifications for each site.
- f) 25 mm chamfers shall be provided on the exposed edges.
- g) The concrete strength for each plinth shall be 30MPa.
- h) All excavations, preparations and reinforcing to be inspected by the Engineer prior to pouring of concrete.
- i) 28 days curing time must be allowed after pouring of the concrete base before installation of equipment.
- j) Sleeves shall be cast into the plinths to enable cables to be connected to the generator.
- k) Minimum characteristics strength of steel reinforcement in MPa are: High yield reinforcing (Y) = 450 MPa.
- l) Concrete: blinding class 15/19 Slab class 30/19.
- m) All work shall be in accordance with SABS 1200 G concrete.

10. FENCING

- a) Posts: The post shall be 70 x 44 x 1.6 mm x 2 600 mm long. The set posts vertically into ground at 3 020 mm centres. The longer posts will be required where fence steps greater than 200 mm
- b) Foundations: It shall be cast in 400 x 400 x 600mm deep 15 MPa/19 stone at each post. The ground conditions need to be tested because it may require additional concrete.
- c) Lateral support: Panels shall laterally strengthened with vee shaped horizontal stiffer bends.
- d) Medium security mesh panels:
 - I. Mesh panels shall be Nylofor 3M, fabricated from high tensile steel with a weld strength of 60% and a tensile strength of 500N/mm².
 - II. Horizontal and vertical wires shall have a core diameter of 3,96mm with a tolerance of +/-0.07 mm
 - III. Apertures shall be 50.8mm x 203.2 mm H c/c of wires

- IV. Panels shall laterally strengthened by incorporation of 4 x 43 mm deep, V-profiled horizontal stiffer bends.
- V. The vertical wire strands shall project above the uppermost extreme horizontal wire to form a barbed top edge.
- VI. The panel finished size tolerance shall have a width of ± 2.0 mm and height of ± 6 mm.
- VII. Mesh panels shall be manufactured with Zincalu wire (Galfan)
- e) Fixing
 - I. Top post: The clamp shall be fixed with mini spider clamps using M8 anti-vandal cupsquare bolts, shear-off nuts 7 flat washers.
 - II. All fasteners and fixing screws shall be grade 304 stainless steel.
- f) Anti-climb over prevention
 - I. Mesh top edge shall be provided with 25 mm high barb (wire protection)
- g) Corrosion Protection
 - I. Initial coating: The mesh panels shall be coated by Zincalu and posts shall be HD Galvanised
 - II. Additional coating: The fence mesh panels, posts, and brackets shall be uniformly PVC coated, which is free of lead, cadmium and D OP to a minimum thickness of 200 μ m (microns) in accordance to EN 10245-2 steel wire and wire products.
 - III. The finish colour shall be RAL 7021 Anthracite

PART THREE
PARTICULAR SPECIFICATION

PART THREE PARTICULAR SPECIFICATION

1. GENERAL

The installation shall comply fully with all the sections and drawings of this document.

This particular specification is supplementary to the General Specifications, Part 1 and Equipment Requirements, Part 2, and must be read together, where they are at variance the Particular Specification shall take precedence.

2. SCOPE OF WORKS

The works consist of the followings:

- a) Design, manufacture, assembly, delivery to site, off-loading at site, installation, testing, commissioning and handing over in first class working order of a complete canopy type standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification. The generator set generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a fuel system comprising of self-bunded day and bulk tanks capable of running the generator set for a minimum of 72 hours at full load, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator and mains MCCBs and all necessary switchgear, including the changeover equipment and on-load bypass switch.
- b) Isolate and disconnect the existing 60kVA temporary canopy type generator set, transport to Ladysmith Hospital Gateway Clinic, off-loading on site, installation, testing, commissioning, and handing over of the 60 kVA generator set complete with all necessary ancillary equipment to comply with requirements of this specification and the latest relevant standards and regulations.
- c) Service the generator set installation for the duration of the guarantee period of twelve (12) months.
- d) Refurbishment and modification of an existing distribution board.

3. DRAWINGS ISSUED

The following drawings shall be issued and form part of this specification

Drawing Number	Drawing Description	Revision
W078285-ELEC100	Site Plan and Reticulation	0
W078285-ELEC101	Existing Mini-sub 7 single-line diagram	0
W078285-ELEC102	Existing DB D single-line diagram	0
W078285-ELEC103	Essential and non-essential power supply network	0
W078285-ELEC104	Essential and non-essential MS 7 kiosk layout	0
W078285-SE100	Concrete details	0
W078285-SE101	Reinforcement details 1 of 2	0
W078285-SE102	Reinforcement details 2 of 2	0

4. SITE INFORMATION AND CONDITION

4.1 Location

The site is located at **Madadeni Road, Madadeni Section 6, Newcastle, 2940**

GPS Coordinates: 27.7644° S, 30.0509° E

The Tenderer shall make themselves aware of the site conditions, layout and access to the site and price accordingly for the delivery, offloading and installation of the Generator Set.

4.2 Site Conditions

The following site conditions will be applicable and equipment shall be suitably rated to develop their assigned rating and duty at these conditions.

- a) Height above sea level : 1220 metres
- b) Maximum ambient temperature : 40°C
- c) Maximum ambient humidity at lowest temperature : 80%

The Tenderer shall ensure that all equipment is de-rated accordingly based on the aforementioned site conditions.

5. OUTPUT AND VOLTAGE

Following application of the de-rating factors for the engine and generator based on the site conditions, the generator set must have a site output and voltage as follows:

- No load voltage : 400/230 V, 3 Phase, 4 wire
- Rating : 300 kVA, **Prime Rated**
- Power at 0.80 power factor : 240 kW
- Frequency : 50 Hz
- Fault Level : 20kA

The generator set is required to supply the entire loads in the operating theatre complex in the event of power failure to the normal power supply.

6. CABLES

The Contractor shall be responsible for all electrical cable installations and connections associated with the complete generator set installation. All cables shall have copper conductors and earth continuity conductors. The following cables shall be supplied, installed and terminated at the existing substation, changeover panel, and kiosk.

FROM	DESTINATION	CABLE SIZE	CABLE TYPE	APPROXIMATE LENGTH (m)
Minisub 7 Main Breaker	Changeover Panel	150 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	60
Changeover Panel	Outdoor Kiosk	185 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	60
Outdoor Kiosk	DB D	95 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	100
Outdoor Kiosk	Auto Clave DB	95 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	80
Outdoor Kiosk	Theatre Aircon DB	70 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	30
Ladysmith Gateway Clinic				
Existing Kiosk	Generator	16 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	10
Generator	Existing Kiosk	16 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	10
Existing Kiosk	Main DB	16 mm ² x 4 Core	Cu PVC/PVC/ SWA/ECC/PVC	60

7. EXISTING INSTALLATION

The Theatre Complex is supplied non-essential power by a 200 kVA 11kV/0.4kV mini substation (Minisub 7) located in the proximity of the operating theatre. Minisub 7 supplies DB D, Theatre Aircon DB and Auto Clave DB as indicated on Drawing No. W078285 – ELEC101.

A 400 kVA 400V 3 phase generator set supplies essential power DB D and a temporary 60 kVA 400V 3 phase generator set supplies essential power to a portion of the Theatre Aircon DB. DB D shall be connected to the new generator set network and the 60 kVA temporary generator set shall be disconnected, transported to Ladysmith Hospital Gateway Clinic, installed, tested, and commissioned.

The successful Tenderer shall make themselves aware of the existing installation prior to commencing work. This will enable the Tenderer to prepare a construction program accordingly and plan for shutdown/ outages to complete the changeover process.

**PART FOUR
SCHEDULE OF EQUIPMENT**

1. GENERAL

Tenderers must complete the following schedule of information and are to submit with their Tender comprehensive literature on the equipment offered including countries of origin.

FAILURE TO COMPLETE AND SIGN THIS SCHEDULE IN ITS ENTIRETY SHALL LEAD TO DISQUALIFICATION OF THE BID.

2. DIESEL ENGINE

- a) Make and Model _____
- b) Type (two or four stroke) _____
- c) Performance Parameters
 - i. Rated output at sea level:
Prime Power (kVA / kW) _____
Standby Power (kVA / kW) _____
 - ii. Rated output at 1220 metres above sea level:
Prime Power (kVA / kW) _____
Standby Power (kVA / kW) _____
 - iii. Ambient air temperatures at 1220 metres above sea level:
Minimum °C _____
Maximum °C _____
- d) Governed speed _____
- e) Number of cylinders _____
- f) Diameter of cylinders (mm) _____
- g) Stroke of piston (mm) _____
- h) Piston speed (m/minute) _____
- i) Type of air cleaner _____
- j) Type of lubricating oil filter _____
- k) Make and type of injection system _____
- l) Type and number of fuel filters _____
- m) Manufacturer and type of turbo-charger _____
- n) Manufacturer and type of governor _____
- o) Maximum cyclic variations _____

- p) Speed variation for sudden release or application of load:
- i. Temporary _____
 - ii. Permanent _____
- q) 100% Rated full load may be applied seconds after initiation of starting sequence _____
- r) Specific fuel consumption at full load. Litres/ Hour (submit curves) _____
- s) Air quantity required for engine cooling (cu m/min) _____
- t) Cross sectional area of radiator air discharge outlet _____

3. **STARTER BATTERY**

- a) Manufacturer _____
- b) Type _____
- c) Capacity _____
- d) Voltage _____

4. **ALTERNATOR**

- a) Make _____
- b) Type _____
- c) Type of bearings _____
- d) Method of lubrication _____
- e) Rated load at 0.8 power factor at 400/ 230 Volt 50 Hz 3 Phase
 - i. Continuous rating _____ kVA _____ Amps _____
- f) Efficiency of alternator at full load _____
- g) Output voltage within governed speed range at:
 - i. No load _____ Volts
 - ii. 50% load _____ Volts
 - iii. 100% load _____ Volts
 - iv. 110% load _____ Volts

5. **CONTROL PANEL**

- a) Manufacturer _____
- b) Dimensions of panel (L x W x H) _____
- c) Type of control equipment _____
- d) Type, make and rating of 4 pole bypass switch _____

- e) Type, make and rating of 4 pole automatic changeover switch _____

- f) Rupturing capacity at rated voltage of mains circuit _____ kA
- g) Method of tripping employed in main circuit breaker _____
- h) Range of load setting of main circuit breaker _____
- i) Electrical and mechanical interlock: YES _____ NO _____ TYPE _____

5.1 VOLTMETER

Make and type _____

Dial dimensions _____

BSS accuracy _____

5.2 MAXIMUM DEMAND AMMETERS

Make and type _____

Dial dimensions _____

Time lag _____

BSS accuracy _____

5.3 SELF-BUNDED FUEL TANK

Base tank size _____

Bulk tank size _____

Bulk tank manufacturer and model number _____

5.4 EXHAUST SYSTEM

Exhaust material _____

Exhaust material, silencer and outlet pipe _____

5.5 MASS OF GENERATOR SET

5.6 OVERALL DIMENSIONS OF GENERATOR SET

Length _____

Height _____

Width _____

5.7 TYPE AND RATING OF EQUIPMENT TO BE USED FOR LOAD TESTS

5.8 COMPANY NAME AND ADDRESS OF BULK TANK INSTALLATION

**IS THE TENDERER A DIESEL GENERATOR SET MANUFACTURER WITH LOCAL
MANUFACTURING AND BACKUP FACILITIES**

_____ YES / NO _____

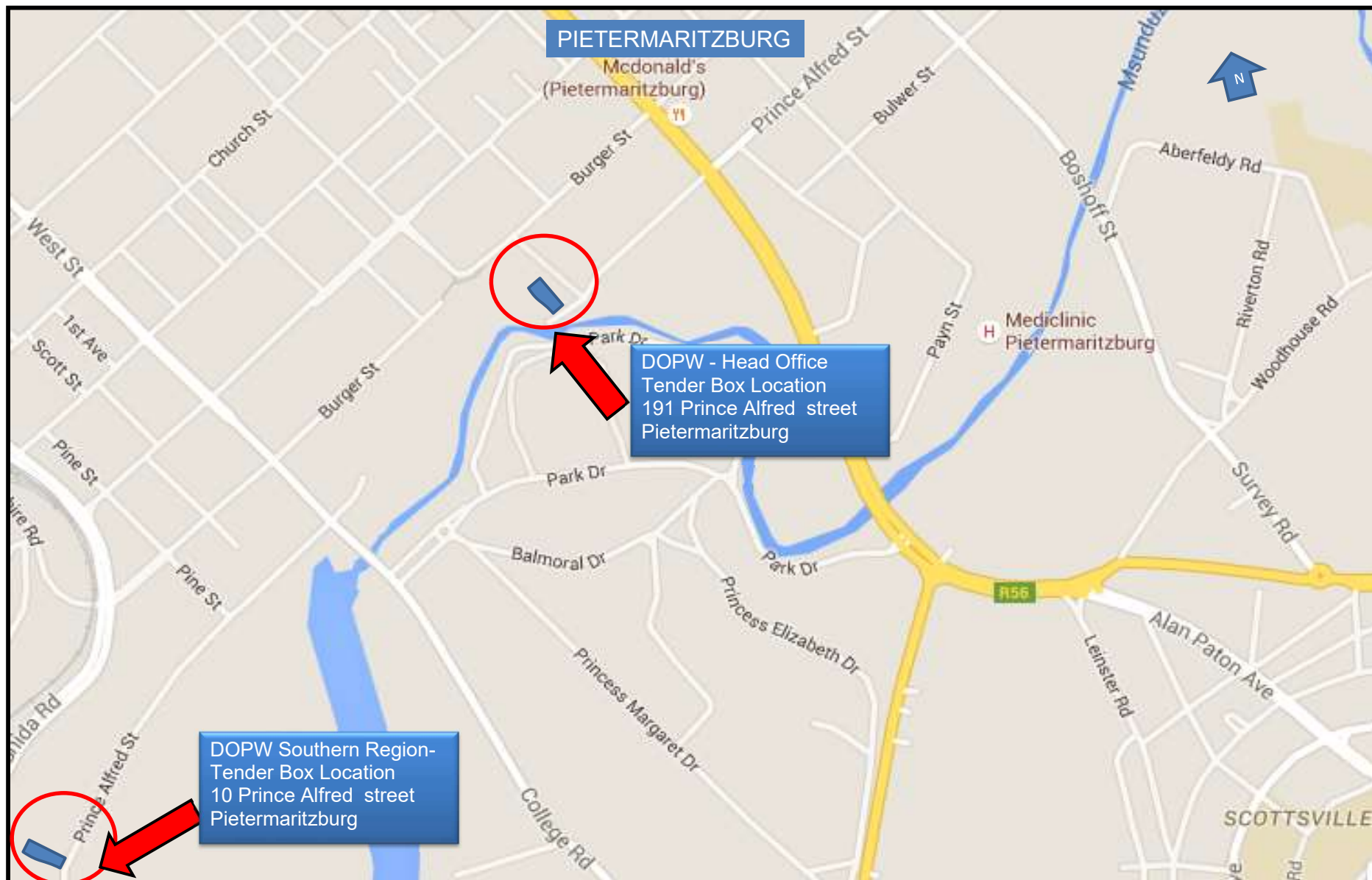
IS THE TENDER 100% TO SPECIFICATION _____ YES / NO _____

If the answer is NO, provide reasons for the deviation from specification.

SIGNATURE OF TENDERER _____

DATE _____

COMPANY STAMP





Annexure 4
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 Public Works in respect of the following project:

for *(brief description of Contract)*

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC

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

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].

Annexure 5

Occupational Health and Safety Specification

(OHSE SPEC)



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Name:

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING
THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH
HOSPITAL GATEWAY CLINIC**

Project Code:

078285

Agent Name:

Ms. L. Ntuli (Head Office)

Region:

Head Office

District:

Head Office

Ward no.:

03335555611

**NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT
PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION AS RECEIVED
FROM THE KZN DoPW OFFICIAL APPOINTED TO THE PROJECT OR AN
APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY
AGENT.**

REFERENCE NR	078285
Revision	0
Date	06 October 2023



public works

Department:
Public Works
PROVINCE OF KWAZULU-NATAL

OHS DESIGN RISK REPORT AND SPECIFICATION

Madadeni Hospital: Installation of Generator Set for Operating Theatre

TABLE OF CONTENTS

- 1. INTRODUCTION**
- 2. PURPOSE OF OHS DESIGN RISK REPORT**
- 3. WHO SHOULD RECEIVE THE OHS DESIGN RISK REPORT?**
- 4. LEGISLATION**
- 5. HAZARD IDENTIFICATION AND RISK ASSESSMENT PROCESS**
 - 5.1. REASONS TO DO A RISK ASSESSMENT**
 - 5.2. CONDUCTING A HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)**
 - 5.3. DIFFERENT TYPES OF RISK**
 - 5.4. METHODOLOGY (METHOD USED TO CONDUCT RISK ASSESSMENT)**
- 6. SPEC AND BASELINE RISK ASSESSMENT**
- 7. RISK ASSESSMENT PROFILE**
- 8. ANNEXURES.**
 - ❖ **8.1 Designers Appointments**
 - ❖ **8.2. Designers Risk Assessments**

1. INTRODUCTION

- This Report of OHS Design Risk aims to develop a greater recognition of the role of OHS design Risk in improving occupational health and safety performance in the workplace.
- The OHS Design Risk report is aimed at the following groups:
 - **The Client,**
 - **Contractors involved in the Construction of the Structure**
 - **Installation of generator set for operating theatre**
 - **Supply and install 4500 bulk fuel tank**
 - **Construction of concrete plinth**

2. PURPOSE OF OHS DESIGN RISK REPORT

- ❖ The purpose of this OHS Design Risk Report is to specify the hazards relating to the architectural component of the design of this structure that create a risk to the health and safety of persons who are to carry out any construction work on the structure.
- ❖ The report also covers hazards associated with other stages of the lifecycle of the structure when it is used as a workplace.

3. WHO SHOULD RECEIVE THE OHS DESIGN RISK REPORT?

- ❖ The Designer has a statutory duty to provide a report on the potential hazards relating to the construction to the client who is required under Construction Regulation 2014 to pass the report on to the Principal Contractor.
- ❖ This information detailing how the structure has been designed to be without risk to health and safety, should also be given to each person who is provided with the design for the purpose of giving effect to it.
- ❖ The Designer must also, on request, supply this information to anyone who constructs, uses, maintains or demolishes that structure.

4. LEGISLATION

- ❖ The Construction Regulations 2014 require the Designer to provide a written safety report to the client.
- ❖ The Client then has a responsibility to provide this OHS design Risk report to the Principal Contractor.
- ❖ All parties have a duty to consult with each other to ensure communication of this information.

5. HAZARD IDENTIFICATION AND RISK ASSESSMENT PROCESS

The Hazard Identification and risk Assessment process involves the identification of hazards, which is anything which may cause harm, injury, damage, work interruptions etc and risks, the likelihood of such outcomes of the hazards being realised and should it be realised what would the severity be, or in other words the consequence.

5.1. REASONS TO DO A RISK ASSESSMENT

- It is a legislative requirement.
- It is a moral obligation.
- To ensure the most cost effective design are developed and reducing the cost of changes at the early stage of design.

5.2. CONDUCTING A HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

- Identifying Hazards and Risks associated with design applicable to the Construction, Use Maintenance and eventual demolition stages of the design
- Considering Legislative, Codes of Practise, Bylaws etc. applicable to the design and evaluating compliance with such requirements
- Applying the Hierarchy of Risk Control to the design and striving to eliminate such hazards and risk levels to as low as is reasonably practicable by considering issues such as redesign, substitution etc.

5.3. DIFFERENT TYPES OF RISK

Risks could be associated with:

- Injury or illness to people;
- Damage to property;
- Effects on the environment;
- Productivity;
- Cost;
- Insurance; and
- Reputation.

5.4. METHODOLOGY (METHOD USED TO CONDUCT RISK ASSESSMENT)

a. Risk Value

- Is a value calculated by allocating a value extracted from a table in terms of the likelihood of the risk being realised and multiplying it with a value associated with the consequence, which is also extracted from a table. The value obtained is known as the Risk Value or otherwise known as the Pure Risk. Pure risk is a level of risk which has not been subjected to any risk reduction or elimination measures.

After the application of Risk Control measures to the identified Pure Risk the Residual Risk level is calculated in the same manner which will result in obtaining a lower numerical outcome as that of the Pure Risk.

Risk value= Likelihood x consequence

➤ likelihood

- It covers a range from 1 to 5:

1	=	Rare.
2	=	Unlikely.
3	=	Possible.
4	=	Likely
5	=	Almost certain

➤ Consequence

- It covers a range from 1 to 5:

1	=	Negligible
2	=	Minor
3	=	Moderate
4	=	Major
6	=	Severe

REFERENCE NR	078285
Revision	0
Date	06 October 2023



public works

Department:
Public Works
PROVINCE OF KWAZULU-NATAL

Occupational Health and Safety Specification (OHSE SPEC)

Project Name : **Madadeni Hospital: Installation of Generator Set for Operating Theatre**

Wims no. : 078285

Client OHS Representative : NS Mbatha

Region : Midlands Region

District : N/A

TABLE OF CONTENTS

1. Introduction
2. Definitions
3. Scope of application
 - 3.1. Site location*
 - 3.2. Summary of Scope of work*
 - 3.3. Project team*
4. Contractual Issues
5. Administrative Requirements
 - 5.1. Notification of Construction Work*
6. Appointment of Safety Officers
7. Annexures
 - i. Annexure A – Structure of the detailed OHSE Plan*
 - ii. Annexure B – Client Specific Legal Requirements*
 - iii. Annexure C – OHS Declaration for Tenders*
 - iv. Annexure D - Baseline Risk Assessment*
 - v. Risk Profile*
 - vi. BOQ*

1. Introduction

The KwaZulu Natal Department of Public Works is deemed as the “**Client**” in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 under CR(5)(1) stipulates that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (which hereinafter will be referred to as OHSE Spec) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his/her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1)(g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that “*Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.*” this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

2. Definitions

For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.

“CR” refers to the Construction Regulations 2014

“Agent (Pr.CHSA)” means a competent person who acts as a representative for a Client in terms of regulation (5)5.

“Client” means Department of Public Works

“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 for 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 that training must be regarded as the required qualifications and training; and

(b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction Site" means a work place where construction work is being performed;

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

"Construction Vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"Construction work" means any work in connection with –

(a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"Construction Work Permit" means a document issued in terms of regulation 3 of the Construction Regulations 2014;

"Contractor" means an employer who performs construction work;

"Demolition Work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"Fall Protection Plan" means a documented plan, which includes and provides for-

- (a) All risks relating to working 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 of falling; and
- (c) A rescue plan and procedures;

"Health and Safety File" means a file, or other record containing the information in writing required by these Regulations;

"Health and Safety Plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"Health and Safety Specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"Medical Certificate of Fitness" means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

"Principal Contractor" means an employer appointed by the client to perform construction work;

"Safety Officer" – a person deemed competent by SACPCMP under the relevant category of registration.

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

3. Scope of Application

This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer needs to address in his/her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.

This Specification also makes provision for the protection of persons other than employees. This OHSE Spec is exclusively applicable to the following project pending any change of scope which may necessitate changes to the OHSE Specification;

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE

This OHSE Specification further seeks to achieve the following;

- a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project. **See Annexure A**
- b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. **See Annexure B**
- c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. **See Annexure C**
- d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. **See Annexure D**

3.1. Site location

The site is located at Newcastle – Madadeni Hospital.

3.2. Summary of Scope of Work

- Installation of generator set for operating theatre
- Supply and install 4500 litres bulk fuel tank.
- Supply and installation of LV cables
- Construction of concrete plinth

3.3. Project team

The Project Team is as follows:

Initials and Surname	Organisation	Discipline	Tel	Email
Phumlani Mdlalose	DOPW	Project Leader/ Principal Agent	0725746460	phumlani.mdlalosei@kznworks.gov.za
Silby Mathew	DOH	DOH Project Leader	0609805822	Silby.Mathew@kznhealth.gov.za
Nduduzo Danisa	DOPW	Electrical Engineer	0333555565	Nduduzo.danisa@kznworks.gov.za
NS Mbatha	DOPW	Client Health and Safety Representative	0333555611	Nhlanhla.mbatha@kznworks.gov.za

4. Contractual Issues

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE 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 and/or any other applicable legislative requirements imposed on the Contractor.

5. Administrative Requirements

5.1. Notification of Construction Work

The successful Tender must submit within 7 days a completed Annexure A to the closest DOL Office, obtain proof of submission and return it to the DOPW OHS Representative responsible for this project.

6. Appointment of a Part time / Fulltime Safety Officer

- a) The Principal Contractors will have to appoint a competent Part Time Construction H&S Officer who must be present on site at least 2 days per week.
- b) Further to the abovementioned appointment, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met.

Annexure A

Structure of the Detailed OHSE Plan

A detailed OHSE Plan is to be submitted by the successful tenderer as per section 8 above. The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project –

MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE

1. The notification to commence with construction work made to the Provincial Director of Labour using Annexure 2. *(Filled in only to be submitted on approval of the Safety Plan)*
2. Letter of Good Standing with Compensation Commissioner or Compensation insurer
3. The Contractor's Health, Safety & Environmental Policy, signed by the chief executive officer, which outlines the Contractor's OHSE compliance objectives and how they will be achieved.
4. Pre-Construction risk assessment *(Site specific)* and method statement of priority Risk as per the Risk Profile.
5. Relevant checklists and registers.
6. Site specific OHSE Organogram
7. Preliminary Induction Program
8. Environmental Management Plan
9. Public Safety Management Plan
10. Proof of competency for the following legal appointees;
 - 10.1. *Construction Manager – (Detailed CV reflecting qualification, relevant experience and references from previous clients)*
 - 10.2. *Construction Work Supervisor – (Detailed CV reflecting qualification, relevant experience and references from previous clients)*
 - 10.3. *Construction H&S Officer – SACPCMP proof of registration*
 - 10.4. *Risk Assessor – SAMTRAC or equivalent*
 - 10.5. *Accident Investigator - SAMTRAC or equivalent*
 - 10.6. *Fall Protection Planner – SAQA US 229994*
 - 10.7. *Demolition work inspector – (Detailed CV reflecting qualification, relevant experience and references from previous clients)*
 - 10.8. *Electrician – wireman's licence*

Legal appointments to be appointed	
Prior Site Handover	After Site Handover on commencement with Construction work
• Construction Manager • Construction Work Supervisor • Construction H&S Officer • Risk Assessor • Fall protection Planner	• Scaffold Erectors • Scaffold Inspectors • First Aiders • Emergency co-ordinator • Fire Marshalls • Fire team members • Portable Electrical tool inspector • Hand tools inspector • Housekeeping inspector • Stacking and storage inspector • Construction Vehicle and mobile plant inspector • Traffic Controller (Flagman) • Temporary electrical installation inspector • Flammable liquids Storage Inspector • Hazardous substance storage inspector • Ladder inspector • Health and safety representatives • Accident investigator

Annexure B

Client Specific Requirements

Items	Client Specific Requirements
Site Office location	The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Medical Certificates	In compliance with the requirements of the Construction Regulations 2014 section 7(8) the Contractor must ensure that all of his employee's onsite have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
Appointment of a full - time safety officer	The Principal Contractors will have to appoint a competent full - Time Construction H&S Officer for this project.
Extreme weather conditions	If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and <u>keep the original for onsite use during construction</u>. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	- To comply with CR(9) and to also address environmental issues - To also include exposure to hazardous gases <i>See the attached baseline risk assessment to be considered by both the designer and the principal contractor.</i>
Fall protection	- To comply with CR (10), - Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings
Structures	To comply with CR (11)

Scaffolding	• To comply with CR(16) and the following; • Scaffolding Inspectors and Scaffolding Erectors must be different individuals. • Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding • Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site • Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085
Construction vehicles and mobile plant	• To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	• To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	• To comply with CR (25)
Housekeeping and general safeguarding on construction sites	• To comply with CR (27) and the following; • Contractor to designate areas for placing refuse and rubble prior to being removed from site • Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction. • Refuse to be separated for recycling purposes • Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	• To comply with CR (28)
Fire precautions on construction sites	• To comply with CR (29) and the following; • No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	• To comply with CR (30) and the following; • Gender signs to be placed at appropriate locations • All welfare facilities to be kept in a hygienic condition at all times • Employees to be trained in good hygiene practices

Public Safety & Signage	• The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. • Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan. • The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks • The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities. • Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary. • The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.
On Site Health and Safety Training & Induction	• The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file. • The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite. • All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.
General Record Keeping	• The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times.

	The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	- The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements: 1. List of key competent personnel; 2. Details of emergency services; 3. Actions or steps to be taken in the event of the specific types of emergencies; 4. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	- The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities. - Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.

Personal Protective Equipment (PPE) and Clothing	• The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls and reflective vests. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with: • 1 Lost or stolen PPE; • 2 Worn out or damaged PPE replacement. • 3. Employees not utilising PPE as required • The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.
Permits	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following: • Hot Work • Roof Work; and • Electrical work (both temporary and permanent) 2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h. 1) Vehicle movement routes on site must be clearly indicated where applicable. 2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995. 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur. 2) The appropriate notices and signs must be allowed for and be erected as required 3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent

Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle. 2) Records of inspections must be kept in a register on site.
General Machinery	To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order. 2.) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file 3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools: That a “Competent Person” undertakes routine inspections and records are kept on site. That only authorized trained persons use the tools. That safe working procedures apply. That PPE is provided and used.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment. 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.

Transportation of Workers	1) In addition to CR 23 the following will apply The Principal Contractor and Sub-Contractors shall not: • Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods. • Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas. • Permit workers to stand or sit on the edge of the transporting vehicle. • Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers • No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV. 2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV. 3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them. 4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment. 5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice.
Earth Moving Machinery	In the event that Earth Moving Machinery is present on site the following must be adhered to: • Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery. • Right of way must be afforded to earth moving machinery at all times. • Vehicles must only be permitted to park, where possible, in designated areas
Occupational Hygiene	1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. 2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents 3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
Environmental Management	• The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act. • The Principal Contractor must develop a waste management plan, implement and maintained it onsite • Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff

	• Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment • Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal. • The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly. • Plans to deal with spillages must be in place and maintained. • No waste materials (liquid or solid) may be disposed of in drains. • No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
Alcohol and other Drugs	• No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor • No person may be under the influence of alcohol or any other drugs while on the construction site. • Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately. • Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith. • Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Annexure C

CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION FOR TENDERS

INTRODUCTION

In terms of *Construction Regulation 5(1)(h)* of the *Construction Regulations of February 2014* a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the *Occupational Health and Safety Act, Act 85 of 1993* and the *Construction Regulations of February 2014*. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification attached in the tender document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
4. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety, Health and Environmental Plan has been approved in writing by the Client.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification
 - b) Approved Construction Safety, Health and Environmental Plan
 - c) Occupational Health and Safety Act, Act 85 of 1993, and
 - d) Construction Regulations of February 2014.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Signature:.....

Date:.....

Annexure D
Baseline Risk Assessment

Please note that this is a Baseline Risk Assessment and not a detailed Risk Assessment.

Activities as listed below may not be in the sequence preferred by the Contractor or may be conducted at the same time

Project:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE WIMS No:- 078285									
REF NO				RISK ASSESSOR		N S MBATHA	REVISION	0	DATE	06/10/2023
Likelihood		Consequence		RISK VALUE= LIKELIHOOD X CONSEQUENCE		RISK RANKING				
						Score		RANKING		
Rare	1	Negligible	1			0-5		1		
Unlikely	2	Minor	2			6-10		2		
Possible	3	Moderate	3			11-16		3		
Likely	4	Major	4			17-20		4		
Almost certain	5	Severe	5	21-25		5				
MAIN ACTIVITY	Site establishment									
REF NO	SUB ACTIVITY	HAZARDS SHE	HEALTH RISK	ENVIRO MENTAL RISK	PUBLIC RISK	PURE RISK	RECOMMENDED RISK CONTROL MEASURE	RESIDUAL RISK	Risk Prioritisation Number	

MAIN ACTIVITY	SITE ESTABLISHMENT								
REF NO	SUB ACTIVITY	HAZARDS SHE	HEALTH RISK	ENVIRO MENTAL RISK	PUBLIC RISK	PURE RISK	RECOMMENDED RISK CONTROL MEASURE	RESIDUAL RISK	Risk Prioritisation Number
1									
1.1	Fencing/ Hoarding the site	1.Manual Handling 2.Struck by 3.Sharp edges 4.Physical exertion 5.Tripping Hazards 6. Hidden services , etc.	1. Muscular strain 2.Brusing, fractures 3.Cuts, abrasion 4.Dehydration 5.Fractures, 6. Electrocuton, death etc.	None	1.Tripping, cuts etc.	3x3=9	HIRA, Competent Management, Competent Supervision, safe systems of work, competent operators, Cable Detection Equipment usage, Medical Fitness Certificates, signage and barricading, training. PPE etc.	1x2=2	1
1.3	Loading/Off- loading materials and equipment (Mechanical)	1.Uncontrolled movement of loads 2. Limbs caught between surfaces 3.Heated surfaces, 4. HCS 5. Sharp edges. 6.Moving vehicles.	1.Fractures,death,da mage 2. Abrasions. Fractures, Cuts. 3.Burns 4. Dermatitis 5. Cuts 6.Vehicle/property Equipment damage, Fractures, Death etc.	1.Contaminati on of resources – oil leaks, fuel spillage	1.Death, Fractures , Damage etc.	4x4=16	HIRA,,Competent Management, Competent Supervision, safe systems of work, competent operators, Flagmen, Medical Fitness Certificates ,Vehicle maintenance records, signage and barricading, training. PPE etc.	3x3=9	2

1.4	Loading/Off Loading materials and equipment (Manual)	1. Uncontrolled Movement. 2.Sharp edges 3.Caught Between Surfaces 4.Falling Materials 5.Incorrect Lifting methods 6. Spillage etc.	1.Muscular strain 2.Cuts, abrasions 3.Brusing, fractures 4.Crushing ,cuts 5.Lower back injuries 6.Dermatitis etc.	1.Contaminati on of resources due to spillage of HCS, oil leaks,etc if present.	none	4x5=20	HIRA,,Competent Management, Competent Supervision, safe systems of work, competent operators, Medical Fitness Certificates ,Vehicle maintenance records, signage and barricading, training in collect lifting methods, PPE etc.	3x3=9	2
1.5	Positioning of equipment and site office on site (mechanical)	1.Uncontrolled movement of loads 2. Limbs caught between surfaces 3.Heated surfaces, 4. HCS 5. Sharp edges. 6.Moving vehicles.	1. Fractures, death, damage. 2. Abrasions. Fractures, Cuts. 3.Burns 4. Dermatitis 5. Cuts 6.Vehicle/property Equipment damage, Fractures, Death etc.	1.Contaminati on of resources – oil leaks, fuel spillage	1.Death, Fractures , Damage etc.	4x5=20	HIRA,,Competent Management, Competent Supervision, safe systems of work, competent operators Flagmen, Medical Fitness Certificates ,Vehicle maintenance records, signage and barricading, training. PPE etc.	3x3=9	2
1.6	Electrical Connection to the Site Office	1.Electricity 2.Sharp edges, 3.Physical Exertion 4. Poor working posture etc.	1. Electrocution, death 2.Cuts 3.Muscular strain, etc.	None	None	4x5=20	HIRA ,Competent Supervision and Management, Insulated tools ,Lock out, testing and tagging , permit issue, PPE etc.	2x3=6	2

1.7	Water connection to site office area	1.Sharp edges ,2.Hot climatic conditions, 3.Physical exertion, 4.Poor working posture etc.	1.Cuts, 2. Heat stroke, 3.Muscular strain, 4. Back strain etc.	None	None	2x2=4	HIRA, Competent Management, Competent Supervision, safe systems of work, Medical Fitness Certificates, training. PPE etc.	1x1=1	1
	TOTAL VALUE OF ACTIVITY					89	36		
MAIN ACTIVITY	BRICKWORK – CONSTRUCTION OF CONCRETE PLINTH								
REF NO	SUB ACTIVITY	HAZARDS SHE	HEALTH RISK	ENVIRO MENTAL RISK	PUBLIC RISK	PURE RISK	RECOMMENDED RISK CONTROL MEASURE	RESIDUAL RISK	Risk Prioritisation Number
2									
2.1.	Disconnection of services	Electrocution, struck by tools, sharp edges,	Burns, respiratory failure ,cuts, abrasions, death	None	None	3x3=9	Training, PPE, safe systems of work and supervision	1x1=1	1

2.2.	Stripping of old existing generator	Falls, Struck by items, Sparks hands caught between objects. Electrocutation, Damage to cable if not done properly. etc.	Cuts, abrasions, burns, fractures, death, Electrocutation, Back injuries from falling, Serious injuries from falling, etc.	None	None	4x4=16	HIRA, Competent Management, Competent Supervision, safe systems of work, Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, barricading, training. PPE etc.	2x3=6	2
2.3.	Rubble removal	Tripping, struck by, bumping against,, machine colliding with vehicles &People	Back strain, heat exhaustion, bruising,, cuts, abrasions, death	None	Noise, dust, collisions, death	4x4=16	Training, PPE, safe systems of work and supervision	2x3=6	2
2.4.	Off-loading materials and equipment	Struck by falling objects , caught between surface, unsafe lifting position, sharp edges	Cuts, abrasions , bruising ,back strain , death	None	None if work area access properly controlled	2 x2=4	HIRA, Supervision, PPE, Safe Systems of work etc.	1 x1=1	1
2.5.	Setting out for excavations	Tripping, struck by, bumping against,	Back strain, dust inhalation, cuts and abrasions	none	none	2 x2=4	HIRA, Supervision, PPE, Safe Systems of work etc.	1 x1=1	1

2.6.	Digging of Excavations (manually)	Struck by tools , tripping, Falling into excavations, Hidden services	Back strain, heat exhaustion, bruising,, cuts, abrasions, death	Spilling of oil, diesel, petrol	none	2 x2=4	HIRA, Supervision, PPE, Safe Systems of work etc.	1 x1=1	1
2.7.	Laying of underground Cable	Poor working posture, Dust, Restricted working space Abrasive Surfaces ,Sharp edges etc.	Muscular strain Dust Inhalation Bruzing, Grazing, Cuts etc.	None	None	2x3=6	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	1x2=2	1
2.8.	Backfilling and levelling	Noise dust, Hot climatic conditions Heated surface, Vibration, Moving equipment and machinery etc.	Noise induced hearing loss, Heat exhaustion, Dermatitis, Burns, Work related upper limb disorder, Fractures, death, dust inhalation ,burns, etc.	None	Struck by falling material, tripping etc.	3x3=9	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, barricading, training. PPE etc.	2x2=4	1

2.9.	Compaction (Mechanical)	Noise, Dust, Vibration Heated surfaces, High impact moving components, HCS etc.	Noise induced hearing loss, Dust Inhalation, White finger syndrome, Burns, Fractures etc.	Spillage of oil/diesel- contamination of natural resources	Noise exposure etc.	4x5=20	HIRA, Competent Management, Competent Supervision, safe systems of work, maintenance records. Tools and equipment inspections, Competent Operators Medical Fitness Certificates, continuous housekeeping signage, barricading, training. PPE etc.	3x3=9	2
2.10.	Construction of Plinth.	Abrasive surfaces, Poor working posture, Hot climatic conditions. Cement Dust, HCS etc.	Abrasions, Muscular strain, Heat exhaustion. Dermatitis, Lung infection,etc.	Discarding of unused cement- contamination of natural resources	None	3x4=12	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	3x2=6	2
	TOTAL VALUE OF ACTIVITY					104		47	

	INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE								
REF NO	SUB ACTIVITY	HAZARDS SHE	HEALTH RISK	ENVIRO MENTAL RISK	PUBLIC RISK	PURE RISK	RECOMMENDED RISK CONTROL MEASURE	RESIDUAL RISK	Risk Prioritisation Number
3									
3.1.	Off Loading materials , equipment and generator	1. Uncontrolled Movement. 2.Sharp edges 3.Caught Between Surfaces 4.Falling Materials 5.Incorrect Lifting methods 6. Spillage etc.	1.Muscular strain 2.Cuts, abrasions 3.Brusing, fractures 4.Crushing ,cuts 5.Lower back injuries 6.Dermatitis etc.	None	None	4x5=20	HIRA,,Competent Management, Competent Supervision, safe systems of work, competent operators, Medical Fitness Certificates ,Vehicle maintenance records, signage and barricading, training in collect lifting methods, PPE etc.	3x3=9	2

3.2.	Lifting and moving generator to installation area.	Serious physical injuries from falling; trips & falls; cuts & abrasion; etc.	Back strains; dust inhalation; nausea; heat exhaustion; etc.	None.	None	3x2=6	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x1=2	1
3.3.	Hoisting of generator	Articles falling from heights etc.	Back, foot, eye and hand injuries etc.	None.	None	3x2=6	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x1=2	1

3.4.	Securing the generator	Elevated work, hazardous, sharp edges, Struck by tools, sharp objects, caught between. Dust, noise etc.	Falls, fractures, muscular cuts, abrasion, heat exhaustion, noise induced hearing loss, Eye injuries, Dust inhalation etc.	None	Tripping cuts, slipping on discarded or stripped material, etc.	3x4=12	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, screening, training. PPE etc.	2x2=4	1
3.5.	Supply and installation of 300 KVA	Falls, struck by items, Hands caught between objects, Poor working posture, Dust, Restricted working space, electrical shock, burn, Electrocution, Elevated work Physical exertion etc.	Cuts, abrasions, burns, Electrocution, fractures, death, Muscular strain, Dust Inhalation, Bruising, Grazing, etc.	None	None	4x4=16	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x3=6	2

3.6.	Installation of 4500 bulk fuel tank.	Manual handling of Equipment. Lifting of equipment Noise Struck by tools	Impact injury Musculoskeletal injury Sprains and strains Noise induced hearing loss. Vibration injury	none	none	4x4=16	HIRA, Competent Management, Competent Supervision, safe systems of work, maintenance records. Tools and equipment inspections, Competent Operators Medical Fitness Certificates, continuous housekeeping signage, barricading, training. PPE etc.	2x3=6	2
3.7.	Installation of LV cables and kiosks	1.Electrical Shock. 2.Electrical Burns. 3.Dust, 4.Restricted working space 5.Falls from height 6. Bumping against 7.Struck by flying items 8.Noise etc.	1.Electrocution 2.Back pains 3. Heat exhaustion; 4.Dust inhalation; etc.	None	None	3x3=9	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x3=6	2

3.8.	Connect to the new genset.	1.Live wires 2. unsafe tools 3.Trips & falls 4.Falls from ladders 5.Collapse of ladder; 6.Extension cords 7.Entanglement; etc.	1.Electrocution; 2.Dust inhalation 3.Electrocution 4 Back strain; etc.	None	None	4x4=16	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x3=6	2
3.9.	Decommission	Cuts & abrasion; trips & falls; Electric shock; Electrocution; etc.	Back strain; dust inhalation; Electrocution; etc.	None	None	3x2=6	Medical Fitness Certificates, Competent Management, Competent Supervision, safe systems of work. Training, PPE,	2x1=2	1

3.10.	Wiring	1.Abrasive surfaces 2.Poor working posture	1. Abrasions 2.Muscular strain	None	None	3x2=6	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2x1=2	1
3.11.	Fitting of plug boxes, junction boxes ,Distribution boards etc.	1. Noise 2. Dust 3. Electricity 4. Bumping against 5. Struck by flying items 6. Entanglement 7. Moving parts	1. noise induced hearing loss 2. dust inhalation 3. Electrocution 4. cuts and abrasions	None	none	4x5=20	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	3x3=9	2

3.12.	Fencing around generator set and bulk tank.	1.Manual Handling 2.Struck by sharp edges 4.Physical exertion 5.Tripping hazards 6. Hidden services , etc.	1. Muscular strain 2.Brusing, fractures 3.Cuts, abrasion 4.Dehydration 5.Fractures, 6. Electrocuton, death etc. .	None	1.Tripping, cuts etc.	3x3=9	HIRA, Competent Management, Competent Supervision, safe systems of work, competent operators, Cable Detection Equipment usage, Medical Fitness Certificates, signage and barricading, training. PPE etc.	1x2=2	1
3.13.	Refurbishment of the operating theatre DBD.	1.Abrasive surfaces, 2.Sharp edges 3.Struck by tools 4.sharp objects, 5.Caught between. 6.Dust, 7.noise 8. Physical exertion 9. Electricity, etc.	1.Falls 2. Fractures, 3.Muscular cuts, 4.Abrasion 5.Heat exhaustion, 6.Noise induced hearing loss, 7.Eye injuries 8. Dust inhalation 9. Electroction etc.	None	None	3x3=9	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, screening, training. PPE etc.	2x2=4	2
	TOTAL VALUE OF ACTIVITY					129		61	

GENERAL SITE ACTIVITIES									
REF NO	SUB ACTIVITY	HAZARDS SHE	HEALTH RISK	ENVIRO MENTAL RISK	PUBLIC RISK	PURE RISK	RECOMMENDED RISK CONTROL MEASURE	RESIDUAL RISK	Risk Prioritisation Number
4.									
4.1.	Sweeping	1.Repetitive motion 2.Dust, 3. Excessive environmental temperatures etc.	1.Muscular strain, 2.Dust inhalation 3.Heat exhaustion etc.	None	None	2x2=4	Hira, Training, PPE e.g. respiratory protection , etc.	2x2=4	5
4.2.	Lifting and Lowering	1.Heavy loads difficult to grasp items 2.Incorrect lifting methods, caught between etc.	1.Muscular strain, 2.lower back injuries , etc.	None except if item is dropped and poses an environmental risk due to its chemical properties	None	1x2=2	HIRA ,Training , etc.	1x1=1	1
4.3.	Painting	1.Poor working posture 2.Repetitive motion 3.Hazardous chemical substances etc.	1.Dermatitis 2.Muscular strain etc.	Contamination of natural resource, spillage and disposal	None	1x2=2	HIRA, Training, Supervision, PPE etc.	1x2=2	1
4.4.	Ladder work	1. Elevated position, 2.Incorrect positioning, 3.Poor location slippery surfaces etc.	1.Fractures 2.Death etc.	None	Minor bruising etc.	1x4=4	HIRA, Training, Supervision, PPE etc.	2x2=4	1

4.5.	Use of Portable Electrical equipment	1.Electricity, 2.Faulty equipment, 3.High speed rotating equipment, 4.Tripping 5. Vibration, 6. Noise etc.	1.Electro-caution 2.Cuts, 3.Abrasions 4.Noise induced hearing loss etc.	None	Noise exposure, fractures, bruising	1x4=4	HIRA, Training, Supervision, PPE etc.	2x1=2	1
4.6.	Driving vehicles on site	1.Collisions 2.Flammable substances etc.	1.Fractures 2.Death, etc.	Contamination of resource due to fuel and oil leakage etc.	Fractures, death, etc.	3x4=12	HIRA, Training, Supervision, PPE etc.	2x2=4	1
4.7.	Extension cords	1.Electricity 2.Tripping hazards	1.Electrocution , 2.Fractures etc	none	None	1x2=2	HIRA, Training, Supervision, PPE etc.	1x1=1	1
4.8.	Hand tools	1.Tripping 2.Struck by items 3.Bumping against, 4.Abrasions 5.Sharp edges 6.Caught between surfaces 7. Flying metal particles etc	1.Cuts 2.Bruising 3.Foreign material in eyes etc.	none	None	1x4=4	HIRA, Training, Supervision, PPE etc.	2x1=2	1
4.9.	Scaffolding erection, dismantling	1.Falls from height, 2.Dropping of items, 3.Sharp edges, 4.Scaffolding collapse, etc	1.Back strain, 2.Bruising 3.Cuts 4.Abrasions 5. Broken bones, 6.death etc.	none	None	3x4=12	HIRA, Training, Supervision, PPE etc.	2x2=4	1
TOTAL VALUE OF ACTIVITY						46	24		

6. RISK PROFILE

SITE SPECIFIC OHS RISK PROFILE		
Activity	Recommended risk control measure	Risk Prioritisation Number
Construction of concrete plinth	HIRA, Competent Management, Competent Supervision, safe systems of work, maintenance records, Competent Operators Medical Fitness Certificates, continuous housekeeping signage and solid barricading, training. PPE etc.	2
Supply and installation of 300 KVA	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2
Installation of 4500 bulk fuel tank.	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2
Installation of LV cables and kiosks	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2
Fitting of plug boxes, junction boxes, Distribution boards etc.	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2

Fencing around generator set and bulk tank.	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2
Refurbishment of the operating theatre DBD.	HIRA, Competent Management, Competent Supervision, safe systems of work. Tools and equipment inspections, Medical Fitness Certificates, continuous housekeeping signage, training. PPE etc.	2

RISK PROFILE

Project:		MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRE									
REF NO	078285			RISK ASSESSOR				REVISION		DATE	06 October 2023
Likelihood		Consequence		RISK VALUE= LIKELIHOOD X CONSEQUENCE			RISK RANKING				
Rare	1	Insignificant	1				0-5		1		
Unlikely	2	Minor	2				6-10		2		
Possible	3	Moderate	3				11-16		3		
Likely	4	Major	4				17-20		4		
Almost certain	5	Severe	5				21-25		5		
RISK RANKING IN TERMS OF PRIORITY							L		M		H

OHS, Construction Phase Risk Profile

<u>Pure risk</u>	
<u>Residual Risk</u>	

<u>Total Risk Ranking</u>								
	100							
	95							
	90							
	85							
	75							
	<u>70</u>							
	65							
	60							
	55							
	50							
	45							
	40							
	35							
	30							
	25							
	20							
	15							
	10							
	5							
		1	2	3	4			

Annexure: E

HEALTH AND SAFETY IMPLEMENTATION AND MANAGEMENT COSTING

The Contractor must complete this sample sheet and submit with his SHE Plan. Items may be added or removed as required by the Contractor.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT (a)x(b)
1	<u>MEDICALS</u>					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
	OTHER ITEMS					
	TOTAL					
2	<u>PERSONAL AND GENERAL PROTECTIVE EQUIPMENT</u>					
2.1	Overalls Blue					
2.2	Hard Hats					
2.3	Safety Boots/Shoes. Steel toecap Gumboots					
2.4	Gloves					
2.5	Hearing Protection					
2.6	Eye Protection					
2.7	Reflective vests					
2.8	Orange Star Netting - 1.2m High	m				
2.9	Orange Plastic road cones	Nr.				
2.10	Plastic Reinforce Caps(Rebar)	Nr.				
2.11	Dust masks	Nr.				
	OTHER ITEMS					
	TOTAL					

3	FIRE FIGHTING					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Drip trays	Nr.				
	OTHER ITEMS					
	TOTAL					
4	HEALTH AND SAFETY PERSONNEL					
4.1	Safety Manager (50%)	Nr.				
4.2	Part Time Safety Officer (2x days a week)	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase SHE Plan					
	OTHER ITEMS					
	TOTAL					
5	FACILITIES					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
	OTHER ITEMS					
	TOTAL					
6	FALL PREVENTION / PROTECTION					

6.1	Safety harnesses with double lanyards	Nr.				
6.2	Lanyard extenders	Nr.				
6.3	Scaffold hooks	Nr.				
6.4	Lifelines and vertical fall arrest systems	Nr.				
6.5	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.6	Temporary hand railing material and kick flats	Nr.				
6.7	Inspection for approval of equipment (AIA)	Nr.				
6.8	Chin Straps/Toolbags/Wrist straps	Nr.				
	OTHER ITEMS	Item				
	TOTAL					
7	VEHICLE / MOBILE EQUIPMENT UPGRADE FOR USE ON SITE					
7.1	Raised lights	Nr.				
7.2	Rotating orange light	Nr.				
7.3	Flag as per procedure	Nr.				
7.4	Fire extinguisher - 4.5Kg	Nr.				
7.5	First aid box	Nr.				
7.6	Reflector tape	m				
7.7	Danger Tape	Rolls				
7.8	Signage	Nr.				
7.9	Roll over & fall over protection	N/A				
7.10	Safety belts for all passengers (LDV)	N/A				
7.11	Whee; Chockes	N/r				
7.12	Directional control Signage	N/r				
	OTHER ITEMS					
	TOTAL					
8	LIFTING MACHINERY AND EQUIPMENT					
8.1	Annual inspections and load testing as per legal requirement	Nr.				
8.2	Certification of all lifting gear during the course of the project	Nr				

8.3	Third Party Inspections	N/r				
8.4	Inspections for approval of equipment (AIA)	N/r				
8.5	Slings	N/r				
8.6	Chains	N/r				
	OTHER ITEMS					
	TOTAL					
9	INSURANCES					
9.1	COID cover for the project	Nr.				
9.2	Liability insurances	Nr.				
	TOTAL					
10	FIRST AID					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	OTHER ITEMS					
	TOTAL					
11	TRAINING					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	First Aid Level 1	Nr.				
11.4	Fire Fighting	Nr.				
11.5	Legal Liability	Nr.				
11.6	Scaffold Inspector					
11.7	Scaffold Erector					
11.8	Basic Working at Heights					

	OTHER ITEMS					
	TOTAL					
12	SIGNAGE					
12.1	All signage as required by law: regulatory, warning and information	Nr				
	OTHER ITEMS					
	TOTAL					
13	ELECTRICAL					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	Nr.				
13.3	Permit books	Nr				
13.4	Callipers	Nr				
13.5	Key safes	Nr				
13	ELECTRICAL					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	N/r				
13.3	Permit Books	N/r				
13.4	Callipers	N/r				
13.5	Key Safes	N/r				
	OTHER ITEMS					
	TOTAL					
14	PLANT & SCAFFOLDING					
14.1	Telescopic Hoist	month				
14.2	TH-Driver	month				
14.3	Scaffolding	month				
14.4						
	OTHER ITEMS					
	TOTAL					

HEALTH AND SAFETY IMPLEMENTATION COSTING
Contractor to give a breakdown of his Health and Safety costs on this sheet.

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

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

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

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

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Site: Midlands Region: Amajuba District Municipality: Newcastle Local Municipality: Ward Nr.:
Cluster Nr x:

AGREEMENT

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

Thus done and signed at _____ on _____
[Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereto

ADDITIONAL SPECIFICATION - EPWP

<u>SL</u>	EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:
------------------	---

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

SL 01 SCOPE

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

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

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

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

SL 02.02 DEFINITIONS

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

SL 03 APPLICABLE LABOUR LAWS

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

SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

SL 04.01 DEFINITIONS

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute a EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

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

SL 04.03 NORMAL HOURS OF WORK

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

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

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

SL 04.04 MEAL BREAKS

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

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

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

SL 04.06 DAILY REST PERIOD

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

SL 04.07 WEEKLY REST PERIOD

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

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

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

SL 04.09 SICK LEAVE

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

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

SL 04.10 MATERNITY LEAVE

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

SL 04.11 FAMILY RESPONSIBILITY LEAVE

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

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

SL 04.12 STATEMENT OF CONDITIONS

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

SL 04.13 KEEPING RECORDS

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

SL 04.14 PAYMENT

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

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

SL 04.15 DEDUCTIONS

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

SL 04.16 HEALTH AND SAFETY

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

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

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

SL 04.18 TERMINATION

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

SL 04.19 CERTIFICATE OF SERVICE

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

SL 05 EMPLOYER'S RESPONSIBILITIES

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

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

SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

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

must be included in the EPWP beneficiary's personal profile file.

SL 07 TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

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

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

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

(a) Life skills training

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

(b) On-the job training

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

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

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

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

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

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

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

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

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

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

SL 10 PROVINCIAL RATES OF PAY

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

SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 3 and technical training is 3

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY
(TARGET:- 3 EPWP BENEFICIARY)**

SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 5 days(Prov.Sum).....Unit: R/EPWP beneficiary

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

**SL 11.01.02 Penalty due to not meeting the target as in
SL 11.01.01.....Unit: EPWP beneficiary
LESS R 2000 per EPWP beneficiary**

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

SL 11.02.01 Life skills training for 26 days:

- 01 Travelling (based on 50 km/EPWP beneficiary)Unit: km
- 02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
- 03 Profit and attendance..... Unit: %

SL 11.02.02 Skilled development and Technical training:

- 01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km
- 02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
- 03 Profit and attendance Unit: %

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

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

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

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

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

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

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

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

SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY

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

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

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

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY

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

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

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

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

SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY

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

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

SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S

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

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

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

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

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		<u>BILL NO 2</u>				
1		<u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS</u>				
1		<u>PREAMBLES</u>				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		<u>TRAINING OF EPWP BENEFICIARY</u>				
1		(TARGET: 3 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 5 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2,000.00		
1		<u>TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:</u>				
1		Life skills training for 5 days (ref. SL 11.02.01)				
1	3	Travelling (based on 10km/EPWP beneficiary)	km	30		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		<u>EMPLOYMENT OF EPWP BENEFICIARY</u>				
1	5	Employment of EPWP beneficiary (1 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 180/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary				
1	6	Employment of EPWP beneficiary(2 youth) [Parking garage]	Item	1		
		TOTAL CARRIED TO SUMMARY				

			UNIT	QUANTITY	RATE	AMOUNT
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 180/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2	7	Employment of EPWP beneficiary (3 youth) [Conference Centre & Canteen]	Item	1		
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 180/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2		<u>PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS</u>				
2	8	Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 3 workers	Item	1		
2	9	Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)	%	7.5		
2		<u>PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY</u>				
2	10	Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 3 workers	Item	1		
2	11	Profit and attendance (ref. SL 11.06.02)	%	7.5		
2		<u>APPOINTMENT OF YOUTH TEAM LEADERS</u>				
2	12	Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)	Item	1		
2	13	Liaison with Service Provider (ref. SL 11.08)	Hrs	30		
2	14	Profit and attendance on Items 12 & 13	%	7.5		
FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES						

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)			
Project title:	MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC		
Project Code:	078285	EPWP NO:	0

Introductory notes:

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

DESCRIPTION OF THE WORKS

Employer's objectives

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

Labour-intensive works

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

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

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

Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

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

- 1.1 Requirements for the sourcing and engagement of labour.
 - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
 - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
 - 1.1.3 Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
 - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
 - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) 55% women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
 - 1.2.1 Definitions
Targeted labour: Unemployed persons who are employed as local labour on the project.
 - 1.2.2 Contract participation goals
 - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
 - 1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.5 Variations to SANS 1914-5
 - 1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
 - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
 - 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
 - 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
 - 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
 - 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

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

2 Precedence

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

3 Hand excavateable material

Hand excavateable material is material:

a) Granular materials:

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

b) Cohesive materials:

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

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

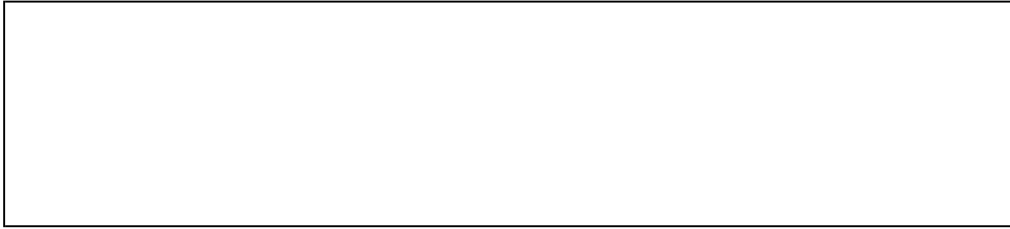
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

- 4 Trench excavation**
All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.
- 5 Compaction of backfilling to trenches (areas not subject to traffic)**
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers
 - a) to 90% Proctor density;
 - b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
 - c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.
- 6 Excavation**
All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.
The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.
- 7 Clearing and grubbing**
Grass and small bushes shall be cleared by hand.
- 8 Shaping**
All shaping shall be undertaken by hand.
- 9 Loading**
All loading shall be done by hand, regardless of the method of haulage.
- 10 Haul**
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11 Offloading**
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12 Spreading**
All material shall be spread by hand.
- 13 Compaction**
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14 Grassing**
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15 Stone pitching and rubble concrete masonry**
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

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

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



(Insert Your Company Logo)

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

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: _____

herein represented by: _____

duly authorised thereto

And

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

2. DEFINITIONS AND INTERPRETATION

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

"Agreement" means the contents of this Agreement.

"Company" means the company that employs the worker

"Department" means the Department of Public Works

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

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

3. PURPOSE

The purpose of this agreement is to:-

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

4. TERMS AND CONDITIONS

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

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

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

5. REMUNERATION

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

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

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

Provide the following documentation to the employer,

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

6.2 Employer

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

7. DURATION.

This agreement commences on: _____

and

expires on: _____

8. BREACH.

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

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

9.1.2 An employer and worker may agree on longer meal breaks.

9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

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

9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

9.3. Weekly Rest Period

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

9.4. Work on Sundays and Public Holidays

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

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

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

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

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

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

9.5 Sick leave

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

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

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

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

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

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

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

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

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

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

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

9.6 Maternity Leave

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or

- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

9.7. Family responsibility leave

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

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

9.8. Keeping Records

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

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

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

9.9. Payment

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

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

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

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

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

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

9.9.7 Payment in cash or by cheque must take place

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

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

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

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

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

9.10. Inclement weather

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

9.11. Deductions

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

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

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

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

9.11.5 An employer may not require or allow a worker to

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

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

9.12. Health and Safety

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

9.12.2 A worker must;

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

9.13. Compensation for Injuries and Diseases

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

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

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

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

9.14. Termination

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

9.14.2 A worker will not receive severance pay on termination.

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

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

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

Notice procedure is as follows;

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

9.15. Certificate of Service

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

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

9.16. DOMICILE

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

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

Contact No: _____

Date of Employment: _____

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

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

For Skilled & Semi-skilled state the trade: _____

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

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

Employee Signature: _____ Witness by SGB/CLO: _____

Signature by Witness: _____

Employer Details

Name & Surname: _____

Designation: _____

Contact No: _____ Signature: _____



The Attendance Register for on-site Workers

Reporting month: _____ Cell No: _____
Surname: _____ First Name: _____
Project Name: **MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**
Project Code: **078285** Tender No **ZNTM01240W**

IDENTITY NUMBER: _____

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						

BUSINESS PLAN

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

KZN PUBLIC WORKS

Monthly Data collection for LOCAL Labour



Name of Contractor: _____

Project Code: **078285**

Project location name (area): _____

Name of Project: _____

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND
RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Reporting month: _____

Project location (Ward No.): _____

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

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

Contractor sign: _____

DPW Official/Consultant sign: _____ EPWP Official sign: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Contact no: _____

Contact no: _____

KZN PUBLIC WORKS



Worker payment capture form for LOCAL Labour

Name of Contractor: _____

Project Code: **078285**

Name of Project: **MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Reporting month: _____

Payment Upload

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

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

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

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

KZN PUBLIC WORKS

Worker Training capture form for LOCAL Labour



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA



Name of Contractor: _____

Name of Project: _____

**MADADENI HOSPITAL: INSTALLATION OF GENERATOR SET FOR
OPERATING THEATRES AND RELOCATION OF EXISTING GENERATOR
SET TO LADYSMITH HOSPITAL GATEWAY CLINIC**

Project Code: _____

078285

Reporting month: _____

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

Contractor sign: _____

Designation: _____

Date: _____

Contact no: _____

DPW Official/Consultant sign: _____

Designation: _____

Date: _____

Contact no: _____

EPWP Official sign: _____

Designation: _____

Date: _____

Contact no: _____

Location	
Locality Name	Madadeni
Municipality	Newcastle Local Municipality
Subplace	Madadeni
Ward	29
Government Facility	Department of Health
Latitude	27.7644° S
Longitude	30.0509° E
Physical Address/Location	Madadeni Road, Madadeni Section 6, Newcastle, 2940