

RFQ: DSRAC H/O – SCM14 – 22/23:0703

CONSTRUCTION OF A NEW TOILET BLOCK AT TSEMBEYI MODULAR LIBRARY

ADVERT DATE: 07 FEBRUARY 2023

CLOSING DATE: 20 FEBRUARY 2023

BRIEFING SESSION: NO BRIEFING SESSION

JANUARY 2023

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1. INTRODUCTION

1.1 BACKGROUND

Tsembeyi is a modular library in a rural area under Chris Hani District in Lady Frere.

1.2 PROJECT SUMMARY/INVESTIGATION FINDINGS

The site was visited by the Department and the following were found:

- ✓ The main challenge of the library is the ablution facilities



2. BILL OF QUANTITIES (ANNEXURE A ATTACHED)

3. RECOMMENDED APPROACH TO THE CONTRACT MANAGEMENT PROCEDURE

To ensure quality and cost control the following approach to the work is recommended:

- The specification required is listed and quotations will be sought from service providers. The most competitive and qualified contractor will be awarded the contract and their work will be monitored.
- The contractors will be appointed carry out the work and regular inspections will be performed
- The Contract to be used is the NEC

4. EXTENT OF CONTRACT

4.1 Building contract

The work embodied in the contract comprises of construction of a new toilet block at Tsembeyi modular library. There is already a slab on site.
The successful tenderer for this contract will be appointed in terms of the New Engineering Contract.

4.2 ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the contractor shall be deemed to have acquainted himself with the contract documents, local requirements and laws and all aspects of the work envisaged in the documents, prior to pricing and submission of a tender. It is of vital importance that the tenderers visit the site prior to the submission of a tender to study conditions on site. No claim resulting from failure to comply with any of the above will be entertained.

4.3 CONTRACT DOCUMENTS

The contract documents shall comprise:

- * The tender enquiry document, bills of quantities and its annexures.

4.4 BILLS OF QUANTITIES

On no account should these documents be used for placing orders for materials. The contractor may do so at his own risk but shall not be reimbursed for additional costs so incurred. Unless a separate rate for the supply and for the installation of any items is specifically called for, the supply and installation costs of any item shall be deemed to be fully included in the unit price. Contractor must make provision for OHS and a Professional Engineer in "Preliminaries".

4.5 MATERIAL AND LABOUR COST FLUCTUATIONS

Tenders shall be fixed ie inclusive of provision for material and labour cost fluctuations during the course of the works.

4.6 CONDITIONS TO BE OBSERVED IN TENDERING

Where possible the Contractor is encouraged to make use of local labour throughout the project.

The labour rate shall be a minimum of **R 160,00 per day**.

4.7 TENDER INFORMATION

The employer may require additional information from the tenderer in order to evaluate the tender. The tenderer is required to provide such information if so required by the employer.

4.8 SITE INSPECTION

Tenderers are required to inspect the site before submission of this tender. The tenderer is also required to familiarise himself before submission of the tender with regard to relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.

5. SPECIFICATION REQUIREMENTS

THE FOLLOWING REQUIREMENTS APPLY WITH REGARDS TO THE ABOVEMENTNED WORK:-

- Contract duration is 4months



- Contractor is to have a CIDB grading of 2GB or higher

6. SCHEDULE OF CERTIFICATES REQUIRED

- Soil Poisoning C.o.C
- Compaction results
- Cube testing results
- Health and Safety File
- Labour File

7. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer 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 No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification

required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2014 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

(*of person authorised to sign on behalf of the Tenderer*) DATE:.....

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[In terms of Regulation 3 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:

.....
(b) Name of Contractor's contact person:

Telephone number:

2. Contractor's compensation registration number:

3. (a) Name and postal address of client:

.....
(b) Name of client's contact person or agent:.....

Telephone number

4. (a) Name and postal address of designer(s) for the project:

.....
(b) Name of designer's contact person:

Telephone number

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

Telephone number:

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....

7. Exact physical address of the construction site or site office:
.....
.....

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of subcontractors on the construction site accountable to Contractor:



13. Name(s) of subcontractors already chosen:
.....
.

SIGNED BY:

CONTRACTOR:..... DATE:.....

IDENTITY NUMBER:.....

CLIENT:..... DATE:.....

8. EVALUATION CRITERIA:

FUNCTIONALITY EVALUATION:

The following objective evaluation criteria will be used to assess the ability and capability of the bidder to execute the project. A bidder/tenderer must obtain at least 70% to be considered in the next level of evaluation of price-points: -

Criteria	Requirements	Weight %
Experience	<p>Previous experience in general building construction/maintenance and/or repairs projects or similar with contactable references. Referral letters, value of project and contact details, duration of project not lower than director must be attached: -</p> <ul style="list-style-type: none"> ▪ 7 or more contactable references = 40 points ▪ 4 - 6 contactable references = 30 points ▪ 1- 3 contactable references = 20 points ▪ No Experience = 10 points 	40
Supplier Grading	<p>To assess the supplier grading and capacity thereof to carry the project: -</p> <ul style="list-style-type: none"> ▪ Grading of 4 and higher = 30 points ▪ Grading of 3 = 25 points ▪ Grading of 2 = 20 points 	30
Locality	<p>Proof of supplier residing in Chris Hani district not older than three (3) months (e.g. municipal accounts, lease agreement, ward councillor/municipal letter etc).</p> <ul style="list-style-type: none"> ▪ Valid proof of residence = 20 points ▪ No valid proof/no proof = 10 points 	20

Clear Project Implementation Plan	A clear project plan with clear milestones:- <ul style="list-style-type: none"> ▪ Clear project plan = 10 points ▪ No project plan = 0 points 	10
TOTAL		100

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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)



South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)		3		
Women		3		
Persons with disabilities		2		
Promotion of Youth		2		
Enterprises located in the Eastern Cape Province		5		
Promotion of Co-operatives and Non-Profit Organizations		5		

9. SPECIAL CONDITIONS:

validity

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

acceptance of bids

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and(as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Provincial Government, the Department,(as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

no rights or claims

Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

Neither the State, the Eastern Cape Provincial Government, the Department, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

NON-DISCLOSURE, confidentiality and security

The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.

In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

accuracy of information

The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Department nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.



In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

Reservation of Rights

Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to: -

Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests, and the responses to be in writing.

Amend the bidding process, including the timetables, closing date, and any other date at its sole discretion.

Reject all responses submitted by bidders and to embark on a new bid process.

10. CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

10.1 contract

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by, the Department and shall continue in force for the period of duration of the contract.

10.2 Fees and charges

10.2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.

10.2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.

10.2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

10.3 general responsibilities of the contractor

10.3.1 The Department's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

10.3.2 Problem identification and reporting. The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall: -

10.3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel.

10.3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.

10.3.5 Other Service Providers The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.

10.4 Regulations and statutes

The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

10.5 Compliance with procedures.

10.5.1 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

10.5.2 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

10.6 Contractor's procedures

The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;

10.7 Provision of Services in clean and tidy manner.

The contractor shall ensure that the Services are provided in a clean and tidy manner.

11. Hazardous materials

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor-quality products.

12. FIRE Risks



The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

13. Occupational Health and Safety

13.1 In this clause the term “Act” shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

13.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

14. Service Level Agreement

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

15. performance measurement provisions

15.1 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by contractor.
- with reference to reports or complaints received from third parties.
- by means of user satisfaction surveys conducted by Department
- by means of service reviews, inspections or any audit carried out by or on behalf of the Department

15.2 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

15.3 Measurement of performance

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints** :All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

16. Breach and Termination

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

17. LOSS DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

18. MANDATORY REQUIREMENTS:-

- Proof of registration on Central Supplier Database (CSD)
- Signed and completed Standard bidding documents (SBD1; SBD 4 and SBD 6.1

16. DELIVERY OF DOCUMENTS:-

Bid responses must be put in an envelope clearly marked with the bid description and deposited in a tender box situated at the entrance in the Department of Sport, Recreation, Arts and Culture – **05 Eales Street; EQonce OR E-mail to: ntembeko.mtamzeli@ecsrac.gov.za / mkululi.maqubela@ecsrac.gov.za** not later than the closing date.

