

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

RETURABLE DOCUMENT

with NEC3 Conditions of Contract (Option B) 2013 Edition

RETURABLE DOCUMENT
ONE VOLUME APPROACH

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Project Leader

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Region

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KZN Department of Public Works
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Employer:

Head: Public Works
KZN Department of Public Works
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Region:

Head Public Works: Operations
KZN Department of Public Works
X9041
Pietermaritzburg
3200

Tel Number: 033 - 8971300
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Tender Number: ZNTL04721W

CIDB Grading: 7GB or Higher

Project Code: 075734
Document Date: As Per Tender Advert
Contract Period: 26 Calendar Months

Name of the Bidder: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht



KWAZULU-NATAL PROVINCE
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THE TENDER

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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 Estimate 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"



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PART T1. - TENDER PROCEDURES



KWAZULU-NATAL PROVINCE
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Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
Advertisement date:	To be determined	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days

It is estimated that tenderers must have a CIDB contractor grading designation of 7 GB 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 : 7 GB 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 7 GB 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 : 7 GB 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 Estimates 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 - Not Applicable
☒	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 - Mandatory Criteria

Specific goals	20	Points
Price:	80	points
1. The Specific Goal/s Allocated Points in terms of this tender:		
Preference points system:		
Preferences are offered to Tenderer'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	Ownership by Black People Documentary Proof Required: 1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths	10
2	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	10 (Amajuba District Municipality A letter from the Ward Councillor is Acceptable as the Proof of Physical Address).

2. Other specific goals (according to the PPPFA):		
(a)	Contract participation goal by awarding contracts to targeted enterprises	Points
(b)	30% Local subcontractors	Points
(c)	[insert specific goal]	Points
(d)	[insert specific goal]	Points
Total must equal 10 or 20 points		20 Points

Notes:

- 1 The successful Tenderder will be required to fill in and sign a written NEC3 Option B 2013 Edition .
- 2 Tenderders 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 NEC ENGINEERING AND CONSTRUCTION CONTRACT (NEC3 2013 Edition) 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

A non-refundable tender deposit of R500 is payable as per the tender advertisement , on collection of the Tender documents. The Tenderders 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 Tenderder 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:

As per Tender Advertisement

on: **As per Tender Advertisement**

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

DOPW Project Manager:	Mr Martie Barrett	Telephone no:	033 - 8971300
Cell no:	079 809 4043	Fax no:	033 - 8971399
E-mail:	martie.barrett@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)

**TENDER
DOCUMENTS MAY
BE:**

**DEPOSITED IN THE TENDER
BOX AT:**

Head Office

191 Prince Alfred Street

Pietermaritzburg

3200



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T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Project Code:	075734		
Tender no:	ZNTL04721W	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 Estimate, 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 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
	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 -	Map of Tender submission location
	C5.4 -	Waver of Lien
	C5.5 -	Joint Venture Agreement
	C5.6 -	Beneficiary Monthly Employment
	C5.7 -	EPWP Employment Contract
	C5.8 -	Scope of works in respect of work relating to the extended public works programme
	C5.9 -	Occupational Health and Safety Specification
C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	Mr Martie Barrett
	Capacity:	Project Leader
	Address:	191 Prince Alfred , Pietermaritzburg , Pietermaritzburg , 3201
	Tel:	033 355 5687
	Fax:	N/A
	E-mail:	martie.barrett@kznworks.gov.za
	Responsible person:	Technical Person
	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 and Build
	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 Tenderder 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 : 7 GB or 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 7 GB 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 : 7 GB or or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Higher 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 Estimate
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 Estimate 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 Estimate 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 Estimate 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 Estimate



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

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 substituted 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 employer's 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:

- a) 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;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) 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:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) 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:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's 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.3.9 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:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or estimate; or
- c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in estimate or schedules of prices; or
 - ii) 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:

- a) If estimate 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.
- b) 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 estimate 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:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) 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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Project Manager:	Mr Martie Barrett	Tender no:	ZNTL04721W

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 Estimate (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
Mandatory 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
Estimate (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 10% of the Project Value. The proof to be in the form of a dated and signed letter from a Registered Financial Institution or Stamped Bank Statement both these documents must not be older than 3 months.	Yes
Letters of Credit Reference from suppliers and Credit Limits with a minimum of R500,000.00 per letter (Minimum of 2 letters required). Letters to be signed, dated (not older than 6 months).	Yes
Schedule of projects of similar nature undertaken and successfully completed within the applicable CIDB grading of this bid or one grade lower in the past 5 years by bidding entity – letters of award and practical completion certificates for projects completed in the preceding 5 years. A minimum of 2 project's data is required.	Yes
Provide list of Professional Consultant Team with their CVs, Insurance/Professional Indemnity and Proof of Registration to the relevant body. The Professional Indemnity must be able to cover the total value of fees for each discipline. The required consultants and the percentage of the values of works in relation the total contract sum for each discipline are as follows: - a) Professional Architect = 100% b) Professional Quantity Surveyor = 100% c) Professional Civil/Structural Engineer = 35% d) Professional Electrical Engineer = 25% e) Professional Mechanical Engineer = 10% f) Professional Geotechnical Engineer = 5% g) Professional Land Surveyor = 5% h) Professional Occupational health and Safety Agent = 5%.	Yes
Quantity Surveyor: SACQSP Registered Professional with 5 or more years post professional registration experience	Yes
Architect: SACAP Registered Professional with 5 or more years post professional registration experience.	Yes
Civil/Structural Engineer : ECSA Registered Professional with 5 or more years post professional registration experience	Yes
Civil Engineer: ECSA Registered Professional with 5 or more years post professional registration experience	Yes

Occupational Health and Safety Consultant: SACPCMP Registered Professional with 5 or more years post professional registration experience.	Yes	
Letter of intent to provide a construction guarantee to a value of 10% of the project value.	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:

1. The Enterprise submits a Tender to the KZN Department of Public Works in respect of the following project:
Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemever Memorial Hosnital, Utrecht

Tender Number: ZNTL04721W

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:

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Tender Number: ZNTL04721W

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:

- * Delete which is not applicable.
- NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- 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)*

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:
Appointment of a suitable construction firm with multi-disciplinary Professional team in the built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Ntsemoye Memorial Hospital, Utrecht

Tender Number: **ZNTL04721W**

Project Code: **075734**

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer		
Tender no:	ZNTL04721W	Project Code:	075734

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:

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Tender no:

ZNTL04721W

Project Code:

075734

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						
Name of Enterprise:		Signature		Capacity	Date	

T2.7 CAPACITY OF TENDERER			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
(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, <i>(name of person authorized to sign on behalf of the Tenderer)</i> 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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht
Tender Number:	ZNTL04721W
Project Code:	075734

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 80/20 preference point system.

b) 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:

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

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:

$$Ps = 80(1 - (Pt - P_{min}) / (P_{min} - P)) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min} - P))$$

Where

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

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:

80/20 or 90/10
 $P_s = 80(1 + (P_t - P_{max}) / (P_{max} - P_t))$ or $P_s = 90(1 + (P_t - P_{max}) / (P_{max} - P_t))$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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)
Ownership by Black People				10
Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered				10 (Amajuba District Municipality)

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
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)

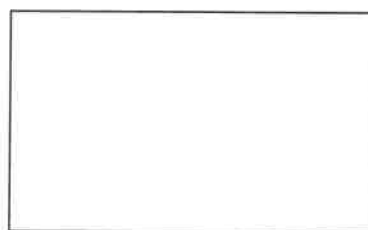
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital. Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

Name of Electrical Contractor:

Address:

Telephone Number:

(Area Code)/(Number)

Fax Number:

(Area Code)/(Number)

Registration number at the Department of Labour:	
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Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

Project Code: 075734

EQUIPMENT SCHEDULES

TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

TECHNICAL DATA: PARCEL X-RAY UNITS

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

Project Code: 075734

EQUIPMENT SCHEDULES

TECHNICAL DATA:

WALK THROUGH DETECTOR

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

TECHNICAL DATA:

TURNSTILE

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

Project Code: 075734

EQUIPMENT SCHEDULES

TECHNICAL DATA:

PARAPLEGIC LIFT

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

Project Code: 075734

EQUIPMENT SCHEDULES

TECHNICAL DATA:

AIR-CONDITIONING AND VENTILATION INSTALLATION

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the		
Tender no:	ZNTL04721W	Project Code:	075734

**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: ZNTL04721W

OFFER

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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Tender no.:	ZNTL04721W	Project Code:	075734
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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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

ATTACH SUMMARY PAGE OF THE ESTIMATE

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES
--

Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

**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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

**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 Tenderders (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 Tenderder (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 Tenderder (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
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Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical; Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Bid no:	ZNTL04721W	Project Code:	075734

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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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 :

7 GB or higher, class of construction work, are eligible to have their Tenders evaluated."

T2.28 - PROOF OF PAYMENT OF TENDER DEPOSIT

Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no.	ZNTL04721W	Project Code:	075734

**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 ZNTL04721W 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) NEC Engineering and Construction Contract Edition 2013 - NEC3; 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: _____

Witnesses:	
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 ZNTL04721W 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:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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;

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

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

T2.32 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht
Tender no:	ZNTL04721W
Project Code:	075734

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

T2.33 - BASELINE RISK ASSESSMENT			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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

T2.34 - Mandatory Criteria

Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to disqualification.

TENDER EVALUATION CRITERIA AND SCORING

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria
1. Financial Standing	The submission of all financial requirements stipulated in the tender	0 Points	0 Sub-points	Proof of Working Capital of at least 10% of the Project Value. The proof to be in the form of a dated and signed letter from a Registered Financial Institution or Stamped Bank Statement both these documents must not be older than 3 months.
			0 Sub-points	Letters of Credit Reference from suppliers and Credit Limits with a minimum of R500,000.00 per letter (Minimum of 2 letters required). Letters to be signed, dated (not older than 6 months).
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	0 Points	0 Sub-points	Schedule of projects of similar nature undertaken and successfully completed within the applicable CIDB grading of this bid or one grade lower in the past 5 years by bidding entity – letters of award and practical completion certificates for projects completed in the preceding 5 years. A
			0 Sub-points	Provide list of Professional Consultant Team with their CVs, Insurance/Professional Indemnity and Proof of Registration to the relevant body. The Professional Indemnity must be able to cover the total value of fees for each discipline. The required consultants and the percentage of the values of works in relation to the total contract sum for each discipline are as follows: - a) Professional Architect = 100% b) Professional Quantity Surveyor = 100% c) Professional Civil/Structural Engineer = 35% d) Professional Electrical Engineer = 25% e) Professional Mechanical Engineer = 10% f) Professional Geotechnical Engineer = 5% g) Professional Land Surveyor = 5% h) Professional Occupational health and Safety Agent = 5%.
			0 Sub-points	Letter of award and final payment certificate for subcontract works with traceable references to be provided by the proposed subcontractors:
			Sub-points	The bidder must provide a Service Level Agreement with a Professional Team. Copies of each Service Level Agreement must be attached.
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated.	0 Points	Sub-points	
			0 Sub-points	Quantity Surveyor: SACQSP Registered Professional with 5 or more years post professional registration experience
			0 Sub-points	Architect: SACAP Registered Professional with 5 or more years post professional registration experience.

				0	Sub-points	Civil/Structural Engineer : ECSA Registered Professional with 5 or more years post professional registration experience
				0	Sub-points	Civil Engineer: ECSA Registered Professional with 5 or more years post professional registration experience
				0	Sub-points	Occupational Health and Safety Consultant: SACPCMP Registered Professional with 5 or more years post professional registration experience.
4.	Tenderers ability to provide a Letter of Intent for the provision of a guarantee	Original letter of intent on a bank's letterhead.	0 Points	0	Sub-points	Letter of intent to provide a construction guarantee to a value of 10% of the project value.
5.	Methodology and Approach	Detailed method statement and programme to be submitted.	0 Points			

TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS			
Evaluation Criteria	Deliverables / Goal	Points	
Price	A maximum of 80 Points is allocated for Price.		Points
Specific Goal 1	Ownership by Black People		10
Specific Goal 2	Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered		10(Amajuba District Municipality)
Specific Goal 3	0		Points
Specific Goal 4	0		Points
Specific Goal 5			Points
Specific Goal 6			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:	ZNTL04721W	CLOSING DATE:	As Per Tender Advert				CLOSING TIME:	11:00	
DESCRIPTION									
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)									
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 /SERVICES	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					CONTACT PERSON				
CONTACT PERSON					TELEPHONE NUMBER				
TELEPHONE NUMBER					FACSIMILE NUMBER				
FACSIMILE NUMBER					E-MAIL ADDRESS				
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)				
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

ESTIMATE

with NEC3 Conditions of Contract (Option B) 2013 Edition

CONTRACTUAL SECTION
ONE VOLUME APPROACH

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Project Leader

Mr Martie Barrett
191 Prince Alfred
Pietermaritzburg
Pietermaritzburg
3201
033 355 5687 - Tel Number
079 809 4043 - Fax Number
martie.barrett@kznworks.gov.za

Region

Head Public Works: Operations
KZN Department of Public Works
X9041

Pietermaritzburg
Tel Number: 033 897 1300
Fax Number: 033 897 1399

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 - 8971300
Fax Number: 033 - 8971399

Region:

Head Public Works: Operations
KZN Department of Public Works
X9041

Pietermaritzburg
3200
Tel Number: 033 - 8971300
Fax Number: 033 - 8971399

Tender Number: ZNTL04721W

Project Code: 075734

Document Date: As Per Tender Advert

CIDB Grading: 7GB or Higher

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

THE CONTRACT



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

C1 - AGREEMENT AND CONTRACT DATA



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

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FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTL04721W



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
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C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See T2,21 Form of Offer & Acceptance) 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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS- NEC -2013 Edition	
CONTRACT DATA FOR: Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht	
Tender no:	ZNTL04721W
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 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 but not left blank. 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 - 8971399 Fax: 033 - 8971300
[1.2.1.2]	Physical address: 191 Prince Alfred Street PIETERMARITZBURG 3200
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 work within 10 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 Estimate within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	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 The site must be registered with the Department of Labour before commencement of the work.
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days

[5.8.1] [5.8.1]	Non-Working days Non-Working days Special non- working days Sundays All Nationally Recognized Public Holidays and the year end break First Year end break - commences 13-Dec-24 ends on 6-Jan-25 Second Year end break - commences 12-Dec-25 ends on 5-Jan-26 Third Year end break - commences N/A ends on N/A Fourth Year end break - commences N/A ends on 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] [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. 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 <u>Agreement comes into effect</u> on the date when; The tenderer <u>receives one fully completed original copy of this document</u>, including the Schedule of Deviations (if any)</i> <i>The <u>agreement</u> ("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. <i>(See Form of Offer and Acceptance)</i>										
[5.3.1]	The contractor shall commence executing the Works within 7 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 work within 10 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>X</td> <td>No</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>X</td> <td>No</td> </tr> </table> 5) Extended defects liability period applicable to the following elements: <table border="1"> <tr> <td>Electrical, Mechanical and Civil work</td> </tr> </table>	Yes	X	No	Yes	X	No	Yes	X	No	Electrical, Mechanical and Civil work
Yes	X	No									
Yes	X	No									
Yes	X	No									
Electrical, Mechanical and Civil work											
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: R0.00										
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price										
[8.6.1.3]	The limit for indemnity for liable insurance is: Unlimited										
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 33.30%										
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.										
[5.5.1] [5.13.1]	For the works as a whole: The whole of the works shall be completed within: 26 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods). 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: 3 Calendar Months 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 nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data. Maximum retention is: 0.00% of the Contract Price [6.8.1] Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor. [6.8.2] Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. 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." [6.8.2] Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only. [5.14.5] The following clause must be added to clause 5.14.5: [5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent. [10.5] The determinations of disputes shall be by ARBITRATION ONLY. [10.5.3] The number of Adjudication Board Members to be appointed is: One [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: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the estimate. 2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by 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 Clause [1.1] [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:
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- (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] [1.1.1.21]	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) 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] [6.2.1] [6.10.6.2]	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>" Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS". 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] [5.14.5.1] [5.16.4] [6.2.2] [6.2.3] [9.3.2.2]	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 estimate 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." Omit entire clause 5.14.5.1 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." 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." 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 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 replace with 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 Employer. 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 work within 10 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.																																																					
	8 hrs/day*	<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> <td colspan="2"></td><td>Hours</td><td>Hours</td><td>Hours</td><td>Hours</td><td>Hours</td><td>Hours</td></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="7">Estimated Extension of time - in working days</td><td>2</td></tr> </table> See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.	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
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Tender no:	ZNTL04721W	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:																																																						
[1.1.2.2]	Postal address:																																																						
																																																							
																																																							
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	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)																																																						
	The preliminaries amounts shall be paid in terms of:	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td>*Alternative A</td> <td>Yes</td> </tr> <tr> <td>**Alternative B</td> <td>N/A</td> </tr> </table>	*Alternative A	Yes	**Alternative B	N/A																																																	
*Alternative A	Yes																																																						
**Alternative B	N/A																																																						
	* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP. ** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge. If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows: 10% of the General Items/Preliminaries amount shall not be varied 15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum 75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.																																																						
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: 10% of the amount shall not be varied 15% varied in proportion of the Contract Value to the Contract Sum 75% varied in proportion to the revised Construction period compared with the initial Construction Period																																																						
	Sectional Completion : Subdivision of Preliminaries Costs For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.																																																						

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

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

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

YES

yes / no

Alternative B	or The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. NO yes / no												
The contractor is informed that only option 'A' shall apply													
2 DOCUMENTS													
Contract documents marked and annexed hereto: Priced Estimate: Yes No Lump Sum document: : Yes No Guarantee Options: Not applicable 2.2 DESIGN BRIEF <table style="width: 100%;"> <tr> <td style="width: 60%;">Not applicable</td> <td style="width: 20%;"> </td> <td style="width: 20%;">YES or NO</td> </tr> </table> 2.3 DRAWINGS <table style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%;"> </td> <td style="width: 20%;">YES or NO</td> </tr> </table> See list of drawings/Annexure's attached to this document. <table style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%;"> </td> <td style="width: 20%;">YES or NO</td> </tr> </table> 2.4 DESIGN PROCEDURES <table style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%;"> </td> <td style="width: 20%;">YES or NO</td> </tr> </table> Not applicable Contract drawings: Yes No Other documents:		Not applicable		YES or NO			YES or NO			YES or NO			YES or NO
Not applicable		YES or NO											
		YES or NO											
		YES or NO											
		YES or NO											
Waiver of the Contractors lien or right of continuing possession is required. YES													
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													
<table style="width: 100%;"> <tr> <td style="width: 80%;">(i) cash deposit of 10 % of the Contract Price</td> <td style="width: 20%;"> </td> </tr> <tr> <td>(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price</td> <td> </td> </tr> <tr> <td>(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)</td> <td> </td> </tr> <tr> <td>(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)</td> <td> </td> </tr> </table>		(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)					
(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)													
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 on of 20.....													
<table style="width: 100%;"> <tr> <td style="width: 50%;">Name of signatory</td> <td style="width: 50%;">for and behalf of the Employer who by signature hereof</td> </tr> <tr> <td>Capacity of signatory</td> <td>as Witness.</td> </tr> </table>		Name of signatory	for and behalf of the Employer who by signature hereof	Capacity of signatory	as Witness.								
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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.

C 1.2 CONTRACT DATA:		
with Conditions of Contract for NEC3/Turnkey Projects - NEC3 - 2013 Edition		
CONTRACT DATA FOR:		
Appointment of a suitable construction Firm with multi-disciplinary professional Team in the Built-Environment (Architects, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	
Part one – Data provided by the Employer		
The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.		
Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.		
Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for Main Option	
	Main Option	E: Cost reimbursable contract
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		Z1: Items excluded from the Fee
		Z2: Litigation
		Z3: Bulk Electrical Supply
		of the NEC3 Engineering and Construction Contract, April 2013
10.1	The Employer is (Name)	PROVINCE OF KWAZULU- NATAL DEPARTMENT OF WORKS
	Address	Head Office Public Works
		191 Prince Alfred Street
		Pietermaritzburg, 3200
	Telephone	033 355 5687
	Email	martie.barrett@kznworks.gov.za
10.1	The Project Manager is:	Martie Barrett
	Address	Head Office Public Works
		191 Prince Alfred Street
		Pietermaritzburg, 3200
	Telephone	033 355 5687
	Email	martie.barrett@kznworks.gov.za
10.1	The Supervisor is	Martie Barrett
	Address	Head Office Public Works
		191 Prince Alfred Street
		Pietermaritzburg, 3200
	Telephone	033 355 5687
	Email	martie.barrett@kznworks.gov.za

11.2 (13)	The <i>works</i> are	Design by Employer (Turnkey Project) for the Planning, Design and Construction of New Cogta Offices Inclusive of Community Service & Institution of Traditional Leadership At Department of KZN Public Works Harry Gwala Site, Ixopo	
11.2 (14)	The following matters will be included in the Risk Register	a) Availability of experienced local subcontractors b) Access to Working Areas c) Local Business Forums d) Site Constraints and Constructability e) Unavailability of materials f) Payment delays g) Inferior quality due to the level of acceleration required h) Political unrest and/or Community unrest i) COVID19 Pandemic effects and Lockdowns j) Scope change due to instructions from DOPW management The Contractor will actively manage all project risks in the Risk Register	
11.2 (15)	The <i>boundaries of the site</i> are	New Cogta Offices Inclusive of Community Service & Institution of Traditional Leadership	
11.2 (16)	The <i>Site information</i> is in	Part C4	
11.2 (19)	The <i>Works information</i> is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period of reply</i> is	One (2) week	
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .	
3	Time		
11.2 (3)	The <i>completion date</i> for the whole of the works is	The completion date for the project is 17 months after the starting date.	
11.2 (9)	The <i>key dates</i> and the <i>conditions</i> to be met are	Condition to be met	Key date
		1. TBC	TBC
30.1	The access dates are	Part of the Site	Date
		1. The Site	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	TBC	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (4) weeks	

35.1	The <i>Employer</i> is willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the works during construction or prior to completion. The <i>Employer</i> shall take over the works as soon as it is suitable for use
36.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to submit a quotation for an acceleration to achieve completion before the Completion Date	The entire project due to emergency circumstances is to be accelerated as far as possible therefore acceleration shall form part of the costing for all aspects
4	Testing and Defects	
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the works
43.2	The <i>defects correction period</i> is	Three (3) months
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly or as required due to the accelerated nature of the project
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment are made is	30 days from receipt of invoice by Project Leader
51.4	The <i>interest rate</i> is	The prime lending rate of the South African Reserve Bank
6	Compensation events	
60.1 (13)	The <i>weather measurements</i> to be recorded for each calendar month are	The cumulative rainfall (mm) with an allowance of 3 days per month for inclement weather that disrupts works on the critical path as supported by the construction programme.
		The number of days with rainfall more than 10mm.
		The number of days with minimum air temperature less than 0 degrees Celsius.
		The number of days with snow lying at 8:00 hours Central African Time.
		Should the delay exceed 3 days, then the compensation event shall be assessed and may result in the extension of the Completion Date and/or Key Dates. There shall be no financial claims permitted due to delays caused by inclement weather.
	The place where weather is to be recorded (on the Site) is:	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose. To be co-signed by an agreed upon designated person from the facility.
	The <i>weather data</i> are the records of past weather measurements for each calendar month which were recorded at:	No data required for this section of the conditions of contract
	and which are available from:	Pretoria Weather Bureau 012 367 6023 or info3@weathersa.co.za
7	Title	No data required for this section of the conditions of contract
8	Risks and Insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
84.1	The <i>Employer</i> provides these insurances from the <i>Insurable Table</i>	None

84.1	The Contractor provides these insurances.	
	1. Insurance against:	Loss of or damage to the works, Plant and Materials is as stated in the selected Insurance policy for Contract Works/Public Liability.
	Cover/Indemnity	To the extent as stated in the selected insurance policy for Contract Works/Public Liability.
	The deductibles are:	As stated in the selected insurance policy for Contract Works/Public Liability (Principal Controlled Insurance).
	2. Insurance against:	Loss of or damage to property (except the works, plant, materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the selected Insurance policy for Contract Works/Public Liability.
	Cover/Indemnity	Is to the extent as stated in the selected Insurance policy for Contract Works/Public Liability.
	The deductibles are:	As stated in the selected Insurance policy for Contract Works/Public Liability.
	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.
	Cover/Indemnity	Cover/indemnity is to the extent provided in the SASRIA coupon.
		Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been effected.
		Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant and materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transformation to the site.
		Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.
9	Termination	No data required for this section of the conditions of contract
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Master Builders association will appoint an Adjudicator
W1.2(3)	The <i>Adjudicator nominating body</i> is	The chairman of the Master Builders association (South Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Master Builders Association (South Africa)
W1.4(2)	The <i>tribunal</i> is	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The <i>place where arbitration</i> is to be held is	Pietermaritzburg
	The person or organisation who will choose an arbitrator	The chairman of the Association of Arbitrators (Southern Africa)
	if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for Secondary Option Clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay Damages	
X7.1	Delay damages of the <i>works</i> are	Amount per calendar day is 0.04% of the Prices
X13	Performance bond	
X13.1	The amount of the performance guarantee is	10% of the estimated total of the Prices at the Contract Date
X16	Retention	
X16.1	The <i>retention free</i> amount is	R0.00
	The <i>retention percentage</i> is	5% of all payments certified
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	the total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	the total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all the matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the <i>works latent defect</i>

Z The Additional conditions of contract are Z1 – Z20	
Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Works:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
Z3	Other responsibilities:
Z3.1	Add the following at the end of core clause 27: The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i>, <i>Supervisor</i> or the <i>Employer</i>. Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4	Extending the defects date:
Z4.1	Add the following as a new core clause 46: If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i>, the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i>, due to a Defect, is unable to use the <i>works</i>
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i>, the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z5.2	The direct fee percentage shall only be applied to any excess of the first forecast of the Defined Cost of the price of the work done to date at termination. This is also subject to the costs of the price of the works done to date of termination being expressly allowed by the <i>Project Manager</i>.

Amendment to the Secondary Option Clauses	
Z6	Performance Bond
	Amend the first sentence of clause X13.1 to read as follows:
Z6.1	The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance guarantee, provided by an insurer which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in this Contract Data.
	Add the following new clause as Option X13.2:
Z6.2	The <i>Contractor ensures</i> that the performance guarantee is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance guarantee specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance guarantee until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance guarantee, the <i>Employer</i> may claim the full amount of the performance guarantee and retain the proceeds as cash security
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .

Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes: not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be
Z10.1.1	construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor</i> 's breach of this clause constitutes grounds for terminating the <i>Contractor</i> 's obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.

Z12	Employer's Step-in rights
Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the works) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	Intellectual Property
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z17	Notification of a compensation event
Z17.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."
Z18	BBBEE Certificate
Z18.1	The <i>Contractor</i> shall be expected to present a compliant BEE Certificate prior to signing the contract. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:

Z19.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
Z20	The Fee shall not be applied to these items
Z20.1	Direct and Sub-contract items, such as site supervision, site accommodation and storage, welfare facilities, health & safety, head office management, shared plant and equipment, the cost of bonds, guarantee or securities, insurance, discount on professional fees, etc.
Z21	Litigation
Z21.1	Both parties reserve the right to pursue resolution of disputes through litigation should adjudication or arbitration fail to resolve any dispute arising.
PART C1.2b CONTRACT DATA	
PART TWO – DATA PROVIDED BY THE CONTRACTOR	
Statement	Data
The Contractor is (Name):	
Address:	
Telephone No.	
Fax No.	
The professional fee percentage is	
The subcontracted fee percentage is	Included above
The working areas are	Only the Site Area. See 'Site Information'
The Contractor's Key people are:	CV's to be appended to Tender Schedule
Name:	
Job:	
Responsibility:	
Qualifications:	
Experience:	
Name:	
Job:	
Responsibility:	
Qualifications:	
Experience:	
Name:	
Job:	
Responsibility:	
Qualifications:	
Experience:	
Name:	
Job:	

Responsibility:		
Qualifications:		
Experience:		
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Responsibility:		
Qualifications:		
Experience:		
Name:		
Job:		
Responsibility:		
Qualifications:		
Experience:		
Name:		
Job:		
Responsibility:		
Qualifications:		
Experience:		
Name:		
Job:		
Responsibility:		
Qualifications:		
Experience:		
The <i>completion date</i> is		
The following matters will be included in the Risk Register	a) Availability of experienced local subcontractors b) Access to Working Areas c) Site Constraints and Constructability d) Unavailability of materials e) Payment delays f) Inferior quality due to the level of acceleration required g) Scope change due to instructions from DOW management	
The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract	
Data for Schedule of Cost Components	As per contractor's quotation document	
Data for both schedules of cost components	As per contractor's quotation document	
Data for the Shorter Schedule of Cost Components	As per contractor's quotation document	



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

C1.3 - FORM OF GUARANTEE

C1.3 PERFORMANCE GUARANTEE - CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition

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

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNTL04721W

Project Code 075734

For use with the NEC 3 Engineering and Construction Contract 2013 Edition

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:

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

"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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734

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 ESTIMATE 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 varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5. 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="268 1106 1386 1234"> <tr> <td data-bbox="268 1106 692 1158">Name of Supplier</td> <td data-bbox="692 1106 1386 1158"></td> </tr> <tr> <td data-bbox="268 1158 692 1234">Central Supplier Database (CSD) Supplier Number:</td> <td data-bbox="692 1158 1386 1234"></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 Tenderder'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 Tenderders / individuals who wish to submit Tenders. 2. SARS will then furnish the Tenderder 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" data-bbox="268 1933 1386 1982"> <tr> <td data-bbox="268 1933 587 1982">Security PIN Number</td> <td data-bbox="587 1933 1386 1982"></td> </tr> </table>	Security PIN Number			
Security PIN Number					

	Company / Entity Tax Reference Number	
13	ESTIMATE/LUMP SUM DOCUMENT	The Estimate 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 Estimate 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 Estimate/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.

C2.1 PRICING INSTRUCTIONS CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
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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 Tenderder'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 Tenderders / individuals who wish to submit Tenders. 2. SARS will then furnish the Tenderder 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" data-bbox="263 1915 1372 1971"> <tr> <td data-bbox="263 1915 582 1971">Security PIN Number</td> <td data-bbox="582 1915 1372 1971"></td> </tr> </table>	Security PIN Number			
Security PIN Number					

	Company / Entity Tax Reference Number	
13	ESTIMATE/LUMP SUM DOCUMENT	The Estimate 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 Estimate 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 Estimate/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.

C2.1 PRICING INSTRUCTIONS Conditions of Contract for NEC/Turnkey Projects 2013 Edition			
Project title:	Appointment of a suitable construction Firm with multi-disciplinary professional Team in the Built-Environment (Architects, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
C2.1 Pricing Instructions: Option B			
	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")		
1	The conditions of contract		
1.1	How the contract prices work and assesses it for progress payments Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states		
Identified and defined terms	11 11.2 (21) The Estimate is the estimate as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost (28) The Price for work Done to Date is the total of the quantities of The work which The Contractor has completed for each item in The Estimate multiplied by The RATE and a portion of each lump sum which is the proportion of the work covered by the item which The Contractor has completed Completed work is work without Defects which will either delay or covered by immediately following work. (31) The Prices are lump sums and the amount obtained by multiplying the rates by the quantities for the items in the Estimate.		
Acceleration	36 36.3 When the Project Manager accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.		
The Estimate	55 55.1 Information in the Bill of Estimate is not Works information or Site Information		
Compensation events	60 60.4 A difference between the final total quantity of work done and the quantity stated for an item in the Estimate is compensation event if (a) the difference does not result from a change to the Works Information (b) the difference causes the defined Cost per unit quantity to change and © the rate in the Estimate for the item multiplied by the final total quantity of work done is more than 0.5% of the total of the Prices at the Contract Date. If the Defined Cost per unit of quantity is reduced, the affected rate is reduced. 60.5 A difference between final total quantity of work done and quantity for an item stated in the Estimate which delays Completion or the meeting of the Condition stated for a Key Date is a Compensation event. 60.6 The Project Leader corrects mistakes in the Bill of Quantities which are departures from the rules for item descriptions and for division of the work into items in the method of measurement or are due to ambiguities or inconsistencies. Each such correction is a compensation event which may lead to reduced Prices. 60.7 In assessing a compensation event which results from a correction of an inconsistency between the Estimate and another document, the Contractor is assumed to have taken the Estimate as correct.		
Assessing compensation events	63 63.10 If the effect of a compensation event is to reduce the total Defined Cost and the event is (a) a change to the work information or (b) a correction of an assumption stated by the Project Manager for assessing an earlier compensation event, the Prices are reduced. 63.13 Assessments for changed prices for compensation events are in the form of changes to the Estimate. For the whole or a part of compensation events are in the form of changes to the Estimate. (a) a changed rate, (b) a changed quantity or (c) a changed lump sum. For the whole or part of a compensation event for work not yet done and for which there is no item in the Bill of Quantities, the change is a new priced item which, unless the Project Manager and the Contractor agree otherwise, is compiled in accordance with method of measurement. If the Project Manager and the Contractor agree, rates and lump sums may be used to assess a compensation event.		
Implementing compensation events	65 65.4 The changes to the Prices, the Completion Date and Key Dates are included in the notification implementing a compensation event.		



Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

C2.2 - Preliminaries for NEC 3, 2013 Edition (Option B)

Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

SECTION NO. 1

BILL NO. 1

C2 .2 PRELIMINARY AND GENERAL

	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the NEC Engineering and Construction Contract (Edition 2013) Option B.				
ii)	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.				
iii)	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.				
iv)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
	SECTION A:				
	CORE CLAUSES				
A1	General (clause 1)	Item			R -
A2	The Contractor's main responsibilities (clause 2)	Item			
A3	Time (clause 3)	Item			
A4	Testing and Defects (clause 4)	Item			
A5	Payments (clause 5)	Item			
A6	Compensation events (clause 6)	Item			
A7	Title (clause 7)	Item			
A8	Risk and insurance (clause 8)	Item			
A9	Termination (clause 9)	Item			
	SECONDARY OPTION CLAUSES				
A10	Price Adjustment for inflation (clause X1)	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	Notwithstanding anything to the contrary contained in the NEC Engineering and Conditions Contract Edition 2013, 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 additional items.</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.				
A11	Changes in the law (clause X2)	Item			
A12	Multiple currencies (clause X3)	Item			
A13	Parent company guarantee (clause X4)	Item			
A14	Sectional Completion (clause X5)				
	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.	Item			
A15	Bonus for early Completion (clause X6)	Item			
A16	Delay damages (clause X7)	Item			
A17	Partnering (clause X12)	Item			
A18	Performance bond (clause X13)	Item			
A19	Advanced payment to the Contractor (clause X14)	Item			
A20	Limitation of the Contractor's Liability for his design to reasonable skill and care (clause X15)	Item			
A21	Retention (clause X16)	Item			
A22	Low performance damages (clause X17)	Item			
A23	Limitation of liability (clause X18)	Item			
A24	Key Performance Indicators (clause 20)	Item			
A25	Additional conditions of contract (clause Z)	Item			
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	Item			
B2	Normative references	Item			
B3	Definitions	Item			
B4	Requirements for construction and management	Item			
B4.1	General	Item			
B4.2	Responsibilities for design and construction	Item			
B4.3	Planning, programme and method statements	Item			
B4.4	Quality assurance	Item			
B4.5	Setting out	Item			
B4.6	Management and disposal of water	Item			
B4.7	Blasting	Item			
B4.8	Works adjacent to services and structures	Item			
B4.9	Management of the Works and site	Item			
B4.10	Earthworks	Item			
B4.11	Testing	Item			
B4.12	Materials, samples and fabrication drawings	Item			
B4.13	Equipment	Item			
B4.14	Site establishment	Item			
B4.15	Survey control	Item			
B4.16	Temporary works	Item			
B4.17	Existing services	Item			
B4.18	Health and safety	Item			
B4.19	Environmental requirements	Item			
B4.20	Alterations, additions, extensions and modifications to existing works	Item			
B4.21	Inspection of adjoining structures, services, buildings and property	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	SECTION C: SCOPE OF WORK in accordance with SANS 10403 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)				
C1	Certification by recognised bodies - CLAUSE 4.4	Item			
C2	Agrément certificates - CLAUSE 4.5	N/A			
C3	Other services and facilities - CLAUSE 4.8	Item			
C4	Recording of weather - CLAUSE 5.2	Item			
C5	Management meetings - CLAUSE 5.3	Item			
C6	Daily records CLAUSE 5.6	Item			
C7	Bond and guarantees - CLAUSE 5.7	Item			
C8	Permits - CLAUSE 5.9	Item			
C9	Proof of compliance with the law - CLAUSE 5.10	Item			
	SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)				
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1	Item			
D3	The planning, programme and method statements - CLAUSE 4.3	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2	Item			
D6	Office for the foreman CLAUSE 4.14.3	Item			
D7	Telephone - CLAUSE 4.14.3	Item			
D8	Office for inspector of works - CLAUSE 4.14.3	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3	Item			
D10	Sheds - CLAUSE 4.14.3	Item			
D11	Provision and erection of signboards - CLAUSE 4.14.6	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1	Item			
D13	Services which are known to exist - CLAUSE 4.17.3	Item			
D14	Detection apparatus - CLAUSE 4.17.4	Item			
D15	Additional health and safety requirements - CLAUSE 4.18	Item			
	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.	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.	Item			
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.	Item			
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.	Item			
	<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>				
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.	Item			
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.	Item			
	Carried forward to collection			R	

SECTION E: SPECIFIC PRELIMINARIES		UNIT	QUANTITY	RATE	AMOUNT
E8	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.	Item			
E9	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.	Item			
E10	EPWP CONDITIONS AND SPECIFICATIONS 10.1 EMPLOYMENT TARGETS E.10.1 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 = [Contractor to fill in an estimated number] E10.1 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.	Item			
Carried forward to collection				R	

				Revision 9	
		UNIT	QUANTITY	RATE	AMOUNT
E10.1 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.		Item			
10. 2 LABOUR INTENSIVE CONSTRUCTION METHOD E10.2 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		Item			
E 10.2 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)"		Item			
E10.3 RECORD KEEPING 10.3.1 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 from submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should be kept in the site office.		Item			
10.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in jis/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.		Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
	E10.4 EPWP REPORTING as per EPWP DATA FORM At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA E10.5 EPWP PROMOTION <u>10.5.1 EPWP signage board</u> EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles.Project name and owner shall be black lettering on white background.board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period,after which the project board and post are to be dismantled and handed to the client in good order. <u>10.5.2 Branding of labour apparel</u> 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 E10.6 COMMUNITY LIAISON OFFICER (CLO) <u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u> In addition to the requirements of Clause E9, contained in this document;	Item			
		Item			
		Item			
	Carried forward to collection			R	

Revision 9

		UNIT	QUANTITY	RATE	AMOUNT
	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 recommenda-tion 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	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	E10.7 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. E10.8 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: <u>African Equity Ownership</u> 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.	Item			
		Item			
	Carried forward to collection			R	

Revision 9

		UNIT	QUANTITY	RATE	AMOUNT
	<u>TENDERER'S TO NOTE CONDITIONS</u> 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. <u>CO-ORDINATION</u> 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. <u>ATTENDANCE</u> 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.	Item			
		Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	E10.9 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. E10.10 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. Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.	Item			
		Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. <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.	Item			
E11	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)				
E11.1	Provide and maintain a condom dispenser in terms of Clause 5.1a)	Item			
E11.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)	Item			
E11.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;	Item			
	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)	Item			
E11.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)	Item			
E11.5	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).	Item			
	<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>				
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E12	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"	Item			
E13	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.	Item			
E14	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. (<i>Refer to T2.14 - Schedule of Imported Materials and Equipment.</i>	Item			
E15	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.	Item			
E16	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.	Item			
E17	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.	Item			
E18	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
E19	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.	Item			
E20	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderder must arrange with the Authorities to obtain permission to enter the site for Tenderding purposes.	Item			
E21	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.	Item			
E22	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.	Item			
E23	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.	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E24	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.	Item			
E25	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.				
E26	HEALTH AND SAFETY BILL OF QUANTITIES Total from Health and Safety Bill of quantities - Annexure 7	Item			
	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	
	13	R	
	14	R	
	15	R	
	16	R	
Carried forward to Final Summary		R	
Section No. 1 Preliminary & General Summary			



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Construction New Staff Accommodation At Niemeyer Hospital

PART C2.3 PROVISIONAL BILL OF QUANTITIES

	<u>SECTION NO. 2</u> <u>BILL NO. 1</u> <u>ALTERATIONS (PROVISIONAL)</u> <u>STANDARD PREAMBLES</u> The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>SUPPLEMENTARY PREAMBLES</u> <u>General Notes:</u> The contractor shall carry out the whole of the works with as little mess and noise as possible and with minimum disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent. Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent. Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately. Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc. Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork. Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary. The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc). <u>View Site</u> Before submitting the tender, the contractor shall visit the site and satisfy himself/herself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained. Carried Forward				
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Brought Forward					
<u>Asbestos removal</u>					
Removal of asbestos materials shall be executed in compliance with the regulations set out in the Occupational Health and Safety Act, 1993 - Asbestos Regulations, 2001 (See Annexure G)					
Removal of asbestos materials shall be executed by a certified asbestos removal contractor					
The disposal of the removed asbestos to be disposed at a registered approved asbestos dumpsite with certificate of disposal.					
<u>Old materials to be carted away</u>					
Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.					
<u>Old materials not to be re-used</u>					
None of the old materials are to be used for new work except where specifically described to be set aside for re-use.					
<u>Waterproofing</u>					
All waterproofing of roofs basements etc. shall be laid in accordance with the Standard Preamble, and the Contractor is to provide a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc. with necessary ridges, hips and valleys. Description of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs.					
The supplier of the waterproofing product/system is to provide a guarantee indemnifying the employer for the materials and workmanship of the installation.					
The contractor is required to make quarterly inspections on site from the date of practical completion to final completion.					
The Contractor is to note that the building is to remain watertight throughout the works. Provisions to be made to ensure that joints, opening, slab etc are to be temporarily waterproofed while works continues.					
<u>Site Access</u>					
The contractor is to note that access to the site is restricted and that the buildings are to remain functional at all times. The Contractor is to allow for this in his pricing.					
<u>Temporary roof protection</u>					
The contractor will be held responsible for all damage, however caused, to ceilings, finishes, etc, inside rooms where existing roof coverings have been removed and must make good all damages at his own expense to the approval of the employer					
<u>TEMPORARY BARRIERS. SCREENS. ETC.</u>					
<u>Temporary barriers, screens, etc including removal and allow for re-use</u>					
1	SANS approved weld mesh type temporary barrier fencing 1,5m high fixed to and including 100mm diameter gum poles set securely min 300mm deep in ground at max 3m spacing including excavation, backfilling, etc	m	191	R	250.00
2	Extra over mesh fence for pedestrian gate size 0,9 x 2,1m high	m	2	R	2,500.00
<u>Demolish & remove existing</u>					
3	Size 7000 x 7000 x 300mm high concrete floor.	m3	15	R	5,000.00
Carried to Final Summary					

<u>SECTION NO. 3</u> <u>BUILDERS WORK</u> <u>BILL NO. 1</u> <u>EARTHWORKS</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. <u>SUPPLEMENTARY PREAMBLES</u> Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Nature of material to be excavated: The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock". Carting away of excavated material: Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site. Dewatering of excavations: The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water. Density testing on filling: Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally. Imported fill: Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively. <u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u> <u>Excavation in earth not exceeding 2m deep:</u>						
1	Trenches.	m3	278	R	120.00	R 33,360.00
2	Reduced levels under floors.	m3	78	R	120.00	R 9,360.00
Carried Forward						R 42,720.00

Brought Forward						R	42,720.00
<u>Extra over trench and hole excavations in earth for excavation:</u>							
3	Soft Rock.	m3	28	R	500.00	R	14,000.00
4	Hard Rock.	m3	14	R	1,000.00	R	14,000.00
<u>Extra over all excavations for carting away:</u>							
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	136	R	185.00	R	25,160.00
<u>Risk of collapse of excavations:</u>							
6	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	447	R	350.00	R	156,450.00
<u>Keeping excavations free of water:</u>							
7	Keeping excavations free of water.	Item	1	R	10,000.00	R	10,000.00
<u>FILLING ETC</u>							
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density:</u>							
8	Under floors, steps, pavings, etc.	m3	78	R	165.00	R	12,870.00
9	Backfilling to trenches, holes, etc.	m3	142	R	165.00	R	23,430.00
<u>Earth filling supplied by the contractor, compacted to 95% Mod AASHTO density:</u>							
10	Under floors, steps, pavings, etc.	m3	78	R	450.00	R	35,100.00
<u>Coarse river sand filling supplied by the contractor:</u>							
11	Under floors etc.	m3	78	R	400.00	R	31,200.00
<u>Prescribed density tests on filling:</u>							
12	Modified AASHTO Density test.	No	3	R	1,800.00	R	5,400.00
13	Field Density test, including "Optimum Moisture Content" (four readings per test).	No	3	R	1,200.00	R	3,600.00
<u>SOIL POISONING</u>							
<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:</u>							
14	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming.	m2	520	R	50.00	R	26,000.00
15	To bottoms and sides of trenches, etc.	m2	1689	R	50.00	R	84,450.00
Carried Forward to Summary of Section No. 3						R	484,380.00

	<u>BILL NO. 2</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. <u>SUPPLEMENTARY PREAMBLES</u> Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Cost of tests: The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately). Formwork: Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself. Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described. Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks. <u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES (PROVISIONAL)</u> <u>15MPa/19mm concrete:</u>				
1	Blinding	m3	15	R 1,600.00	
	Carried Forward				

Section No. 3

Brought Forward					
	<u>Approved polysulphide sealing compound including backing cord, bond breaker, primer etc.:</u>				
14	10 x 10mm In vertical expansion joints between concrete and brick surfaces, including raking out expansion joint filler as necessary (Provisional).	m	100	R	80.00
	<u>Vertical construction joints through concrete including thick cement slurry to one face:</u>				
15	Surface beds not exceeding 300mm thick.	m	90	R	90.00
	<u>Saw-cut joints:</u>				
16	3 x 40mm Saw-cut joints in top of concrete.	m	300	R	75.00
Carried Forward to Summary of Section No. 3					

1	<u>BILL NO. 3</u> <u>PRECAST CONCRETE</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. <u>SUPPLEMENTARY PREAMBLES</u> <u>Samples:</u> Samples of all concrete precast building units, shall consist of a minimum of 6 units. Blocks, sills, etc measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the architect for approval before moulds are made. <u>General:</u> Window surrounds shall be built into brick walls and pointed all round on both sides with 10 x 10mm square recessed joints. Prices shall include for building in as single units or combinations in patterns of two or more window units and for bedding solid all round in mortar and pointing. Aluminium infill windows, glazing and pointing with sealing compound are measured elsewhere. The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. <u>PRECAST CONCRETE</u> <u>Precast prestressed concrete (30 Mpa) including necessary moulds, reinforcement, formwork, etc and hoisting and fixing in position:</u> Lintol size 105 x 75mm high in varying lengths and building ends 150mm deep into brickwork in 1:3 cement mortar.	m	54	R	220.00
	Carried Forward to Summary of Section No. 3				

<u>BILL NO. 4</u> <u>MASONRY</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. <u>SUPPLEMENTARY PREAMBLES</u> Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Sizes in descriptions: Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick. <u>Face bricks:</u> Bricks shall be ordered timeously to obtain uniformity in size and colour. <u>Pointing:</u> Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc. <u>Samples, etc:</u> Rates for brickwork, faced brickwork, etc shall include for all required samples. <u>BRICKWORK IN FOUNDATIONS</u> <u>Brickwork of 17 MPa nominal compressive strength in class 1 mortar:</u>					
1	Half brick walls (Provisional).	m2	55	R	450.00
2	One brick walls.	m2	247	R	800.00
<u>SUPERSTRUCTURE</u> <u>Brickwork of 17 MPa nominal compressive strength in class 1 mortar including wire ties:</u>					
3	Half brick walls in beamfilling.	m2	100	R	500.00
4	One brick walls.	m2	866	R	800.00
<u>Brick on edge header course copings, sills, etc:</u>					
5	230mm Wide sills set sloping and slightly projecting.	m	6	R	220.00
Carried Forward					

Brought Forward					
<u>BRICKWORK SUNDRIES</u>					
<u>Bagging and sealing the outer face of the inner skin of walls with 1:3 cement and sand mixture and seal with two coats approved bitumen emulsion waterproofing coating:</u>					
6	To walls (provisional).	m2	85	R	60.00
<u>Brickwork reinforcement:(Provisional)</u>					
7	75mm Wide reinforcement built in horizontally .	m	1001	R	13.00
8	230mm Wide reinforcement built in horizontally (Provisional).	m	3288	R	13.00
<u>Galvanised hoop iron cramps, ties, etc:</u>					
9	30 x 1,6mm Roof tie 1,5m long with one end cast 325mm into concrete and other end fixed to timber.	No	50	R	50.00
<u>Air bricks etc:</u>					
10	229 x 152mm Clay vermin proof air brick (Provisional).	No	42	R	220.00
<u>FACE BRICKWORK IN FOUNDATIONS</u>					
<u>FBX face bricks pointed with well raked and smoothed horizontal and vertical joints:</u>					
<u>Facebricks (FBS) Type A Light Faced Travertine pointed with square ruled recessed horizontal and vertical joints:</u>					
11	Extra over brickwork for face brickwork in foundations.	m2	85	R	400.00
<u>FACE BRICKWORK</u>					
<u>FBX face bricks pointed with well raked and smoothed horizontal and vertical joints:</u>					
<u>Facebricks (FBS) Type A Light Faced Travertine pointed with square ruled recessed horizontal and vertical joints:</u>					
12	Extra over brickwork for face brickwork.	m2	686	R	400.00
13	Fair raking cutting	m	50	R	180.00
Carried Forward to Summary of Section No. 3					

<u>BILL NO. 5</u> <u>WATERPROOFING</u> The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in descriptions:</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. <u>Waterproofing:</u> Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs. <u>DAMP-PROOFING OF WALLS AND FLOORS</u> <u>One layer of 375 micron DPC embossed damp proof course:</u>					
1	In walls.	m2	87	R	60.00
2	In walls vertically at reveals.	m2	38	R	60.00
<u>One layer of 250 micron waterproof sheeting sealed at laps with pressure sensitive tape:</u>					
3	Under surface beds.	m2	520	R	60.00
<u>JOINT SEALANTS ETC</u> <u>Clear Neutral silicone sealant:</u>					
4	In joint sealing and pointing all round external window and door frames.	m	300	R	90.00
Carried Forward to Summary of Section No. 3					

BILL NO. 6 ROOF COVERING STANDARD PREAMBLES The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Fixing: Fixing shall be done according to SABS 1200HB with minimum 225mm end laps. Guarantee: The contractor will be required to provide a written guarantee, stating that :1. The roof sheeting is of the specified thickness.2. The client is indemnified against any defects, including colour deterioration for a minimum period of 15 years. Pricing: Prices for roof covering and cladding are to include for all necessary drive screws, hook bolts, sheet bolts, nuts, washers, etc., for drilling holes for screws and bolts including removing all swarf from the sheeting and all right angle cutting and waste (Measured net). METAL ROOF SHEETING AND ACCESSORIES Nominal thickness 0.80mm thick Z275 Colomet finished galvanised IBR or similar approved roofing sheets with silicone polyester top finish, to colour of Architects choice, on an epoxy-primed surface (10 microns) and standard grey backing coat to other side, etc., including fixing to timber purlins at approximately 700 mm centres including all screws, bolts, washers, etc, strictly in accordance with manufacturer's specification:				
1	Roof covering with pitch not exceeding 25 degrees, in transportable lengths not exceeding 20m.	m2	767	R 430.00
2	Apex flashing 600mm girth.	m	31	R 220.00
3	Cover flashing 960mm girth.	m	62	R 220.00
Carried Forward				

Brought Forward					
<u>ROOF AND WALL INSULATION</u>					
<u>Heavy Industrial double sided reflective foil laminate incorporating layers of kraft paper and reinforcing scrim, laminated together with low density polyethylene (293gsm):</u>					
4	Coverland Monier Radenshield or similar approved double sided insulation laid taut under purlins (at approximately 1207mm centres) with reflective facing to be exposed to roof sheets and fixed concurrent with roof covering, including taped laps and nylon / galvanised straining wires.	m2	767	R	115.00
<u>Glasswool Insulation:</u>					
5	102mm Thick self-supporting non-combustible lightweight, glass tissue faces glasswool offering a thermal resistance of 2.68m2.K/W for heat and/or acoustic control, installed strictly in accordance to manufacturer's detail and specification.	m2	767	R	90.00
Carried Forward to Summary of Section No. 3					

BILL NO. 7					
<u>PREFABRICATED ROOF TRUSSES, ETC.</u>					
<u>Plate nailed pitched timber roof construction</u>					
The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.					
1	Roof trusses as per engineers design, including all members, rafters, beams, purlins, beams, purlins and base plates complete with all fixings, screws, and nails etc, as per engineers drawings and specifications	m2	774	R	400.00
2	Supply and provide all necessary certificates for the installation of pre-fabricated trusses including all members, fittings and complete construction of the roof to be certified by a competent engineer. (TR1 & TR2 certificates)	Item	1	R	6,000.00
<u>EAVES, VERGES, ETC</u>					
<u>Pressed fibre-cement:</u>					
3	225 x 12mm Fascia board including galvanised steel H-profile fascia joiners	m	119	R	220.00
4	275 x 80mm Angle section barge boards including screws and washers complete with H-profile barge joiners	m	31	R	200.00
<u>DOORS ETC.</u>					
5	813 x 2032 x 44mm high internal door, as per attached door schedule.	No	10	R	3,200.00
6	875 x 2032 x 40mm solid flush faced door with minimum 12mm hardwood edging all round and solid timber lock block and faced with 4mm masonite.	No	10	R	4,000.00
7	973 x 2032 x 40mm solid flush faced door with minimum 12mm hardwood edging all round and solid timber lock block and faced with 4mm masonite.	No	1	R	5,000.00
8	813 x 2465 x 44mm high external door, as per attached door schedule.	No	13	R	5,000.00
<u>FLOOR AND SKIRTING</u>					
<u>Skirting</u>					
<u>Wroght meranti</u>					
9	140 x 18mm Skirting	m	429	R	150.00
Carried Forward to Summary of Section No. 3					

<u>BILL NO. 8</u>					
<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>					
<u>STANDARD PREAMBLES</u>					
The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.					
<u>NAILED UP CEILINGS</u>					
<u>9.5mm 'Rhino-board' or equal similar Architect approved fibre-cement boards</u>					
1	Ceilings including 38 x 38mm sawn softwood branderling at 400mm centres in	m2	520	R	360.00
2	Extra over ceiling for forming trap door size 600 x 600mm in clear formed with 38 x 50mm sawn S.A. pine framing covered with ceiling boarding and set in 38 x 76mm wrought S.A. pine rebated kerb, including trimmers.	No	5	R	1,150.00
<u>Cornice</u>					
3	75mm Coved cornice	m	429	R	95.00
Carried Forward to Summary of Section No. 3					

	<u>BILL NO. 9</u>				
	<u>IRONMONGERY</u>				
	<u>STANDARD PREAMBLES</u>				
	The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.				
	<u>HINGES,BOLTS, ETC</u>				
	<u>Manufactured by 'Dorma' or similar approved"</u>				
1	Ref DBB-SS-009' 102 x 75 x 3mm Stainless steel two ball bearing butt hinges	Pairs	34	R	285.00
	<u>LOCKS</u>				
	<u>Manufactured by 'Dorna' or "similar approved"</u>				
2	Ref DCE- 002' Stainless steel euro profile escutchen	No	34	R	150.00
3	Ref D037D' Stainless steel euro-profile cylinder dead lock	No	34	R	550.00
4	Ref D036S' Stainless steel euro -profile cylinder sash lock	No	34	R	385.00
	<u>HANDLES</u>				
	<u>Manufactured by 'Dorna' or "similar approved"</u>				
5	Ref SH815' Solid stainless steel lever handles on rose cylinder escutcheons, as per client specification	No	34	R	650.00
	<u>SUNDRIES</u>				
	<u>Manufactured by 'Dorna' or "similar approved"</u>				
6	Ref DDS-SS-017' Stainless steel floor stop, as per client specification	No	34	R	110.00
	<u>VERTICAL BLINDS</u>				
	<u>ALUVERT or equal Architect approved Aluminium Venetian blind system, complete with standard 25mm wide blinds (In Standard colours). Strictly fitted in accordance with the Manufacturer's specifications. Note: Blinds for opening greater than 3000mm high window panels is to be broken into 2 blinds</u>				
7	Window size 770 x 1000mm high	m2	8	R	1,000.00
8	Window size 970 x 1200mm high	m2	16	R	1,200.00
9	Window size 1000 x 2210mm high	m2	11	R	1,500.00
10	Window size 1100 x 2210mm high	m2	49	R	2,000.00
	Carried Forward to Summary of Section No. 3				

<u>BILL NO. 10</u>					
<u>METAL WORKS</u>					
<u>STANDARD PREAMBLES</u>					
The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.					
<u>ALUMINIUM WINDOWS, DOORS, ETC.</u>					
<u>Purpose made epoxy powder coated aluminium windows, with top hung opening out complete with all fittings as per supplier, and 4mm monolithic glass</u>					
<u>ALUMINIUM WINDOWS</u>					
1	Window 770 x 1000mm high	No	11	R	2,500.00
2	Window 970 x 1200mm high	No	14	R	3,500.00
3	Window 1000 x 2210mm high	No	5	R	5,500.00
4	Window 1100 x 2210mm high	No	20	R	8,000.00
<u>GALVANISED STEEL GATES, SCREENS, ETC</u>					
5	Single security gate 810 x 2030mm high, complete with all fittings, hinges, frames and locking mechanism complete, as per client specification and approval.	No	5	R	6,000.00
Carried Forward to Summary of Section No. 3					

<u>BILL NO. 11</u> <u>PLASTERING</u> <u>STANDARD PREAMBLES</u> The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>PLASTER</u> <u>SCREEDS</u>					
1	Average 50mm thick on floors to falls.	m2	520	R	130.00
<u>INTERNAL PLASTER</u> <u>Cement plaster steel trowelled. on brickwork</u>					
2	On walls	m2	1284	R	130.00
Carried Forward to Summary of Section No. 3					

	BILL NO. 12 TILING STANDARD PREAMBLES The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. WALL TILING <u>300 x 300mm Glazed ceramic wall tiles fixed with adhesive to plaster and flush pointed with tinted grout, as per client specification and approval</u>				
1	On walls (kitchen)	m2	27	R	400.00
2	On floor (bathroom)	m2	312	R	400.00
	FLOOR TILING <u>220 x 105mm terracotta floor tiles fixed with adhesive to screed and flush pointed with epoxy grout, as per client specification and approval</u>				
3	On floors	m2	520	R	400.00
	SUNDRIES <u>"M-Trim" or equal approved tile edge trim fixed simultaneously with tiling including mitres, ends, etc.</u>				
4	10mm High round edge trim	m	224	R	120.00
	Carried Forward to Summary of Section No. 3				

	<u>BILL NO. 13</u>				
	<u>PLUMBING AND DRAINAGE</u>				
	<u>STANDARD PREAMBLES</u>				
	The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.				
	<u>RAINWATER DISPOSAL</u>				
	<u>Seamless aluminium gutters and rainwater pipes</u>				
1	125mm Ogee profile aluminium roof gutter	m	255	R	200.00
2	80mm diameter circular fluted rainwater downpipe	m	48	R	150.00
3	Extra over gutter for outlet for 80mm diameter pipe	No	16	R	150.00
4	Extra over rainwater pipe for bend	No	16	R	80.00
5	Extra over for shoe	No	16	R	80.00
6	Testing of all roof drainage elements by flooding roof	Item	1	R	2,000.00
	<u>SANITARY FITTINGS / SANWARE</u>				
	<u>Vaal or "similar approved"</u>				
7	Ceramic wash hand basin mounted into granite counter top, including all fixing and fittings complete, as per client specification	No	11	R	5,000.00
8	White dual top flush toilet set, including all fittings and fixing complete, as per client specification	No	11	R	5,000.00
9	Toilet seats with nylon hinge as per client specification	No	11	R	750.00
	<u>WASTE UNIONS ETC</u>				
	<u>Cobra Watertech or "similar approved"</u>				
10	Chrome plated waste union to suit wash hand basin	No	11	R	385.00
	<u>TRAPS ETC</u>				
	<u>Cobra Watertech or "similar approved"</u>				
11	32mm chrome plated bottle trap with 75mm deep seal adjustable telescopic pipe and 32mm outlet	No	11	R	365.00
	<u>TAPS, VALVES, ETC</u>				
	<u>Cobra Watertech or "similar approved"</u>				
12	Bathroom wash hand basin mixer including all fittings and connections complete, as per client specification	No	11	R	700.00
	Carried Forward				

		Brought Forward							

	<u>BILL NO. 14</u> <u>PAINTWORK</u> <u>STANDARD PREAMBLES</u> The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>PAINTWORK ETC TO NEW WORK</u> <u>Apply two coats interior quality acrylic PVA white emulsion paint:</u>				
1	Walls	m2	1257	R	120.00
	<u>ON FIBRE CEMENT BOARD SURFACES</u> <u>One under coat 'plaster primer' and two coats 'Plascon' or similar approved Acrylic approved PVA paint</u>				
2	Ceilings and cornices.	m2	520	R	120.00
	<u>Prepare and apply two coats pure acrylic roof paint on:</u>				
3	Fascias and barge boards.	m2	43	R	120.00
	<u>ON NEW WOOD SURFACES</u> <u>Two coats oil wood primer</u>				
4	Doors	m2	100	R	120.00
5	Skirting, rails, etc not exceeding 300mm girth	m	429	R	120.00
	<u>ON NEW STEEL SURFACES</u> <u>On metal surface</u>				
6	Steel doors	m2	20	R	120.00
Carried Forward to Summary of Section No. 3					

Section No. 3

	<u>SECTION 4</u> <u>BILL No. 1</u> <u>PLATFORMS</u> <u>MODEL PREAMBLES</u> The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates <u>SUPPLEMENTARY PREAMBLES</u> Proprietary products in descriptions: 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 the submission of tenders. Nature of material to be excavated: The material to be excavated is assumed to be predominantly of a composition that will allow excavation in earth as specified, but including a percentage of excavation in soft rock and hard rock. Carting away of excavated material: Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site. Dewatering of excavations: The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water. Density testing on filling: Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally. <u>SITE CLEARANCE ETC</u> Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffing up as required and cart away all vegetation and debris.					
1	Stripping average 200mm thick layer of topsoil and stockpiling on site.	m2	2202	R	55.00	
2		m2	2202	R	85.00	
	<u>BULK EXCAVATION</u> <u>Open face excavation not exceeding 2m deep:</u> Excavate to cut in open face, not exceeding 2m deep to reduce levels and grade to fill and compact to 93% mod AASHTO density at optimum moisture content. <u>Extra over bulk excavation in earth for excavation in:</u>					
3		m3	991	R	120.00	
4	Soft rock.	m3	330	R	500.00	
5	Hard rock.	m3	165	R	1,000.00	
	Carried Forward					

Brought Forward					
	<u>Keeping excavations free of water:</u>				
6	Keeping excavations free of water.	Item	1	R	10,000.00
	<u>EARTH FILLING, ETC.</u>				
	<u>Earth filling from excavated material</u>				
7	Dig, load and remove filling selected from spoil heaps on site and deposit as filling in platforms including spreading and compacting to cambers and falls in layers not exceeding 150 mm thick to a minimum of 95% Modified AASHTO dry density.	m3	330	R	120.00
	<u>Selected earth supplied by the Contractor including haulage (material to comply with PI <10 GM = 1.2)</u>				
8	Over site of Selected Subgrade G7 material in accordance with SABS 1 200 DM compacted to 95% Mod AASHTO density.	m3	330	R	500.00
9	Over site of G5-SUBBASE material in accordance with SABS 1 200 DM compacted to 95% Mod AASHTO density.	m3	330	R	650.00
	<u>Surface Preparation:</u>				
10	Trim and level off surface of ground (excavated or filled under this Contract) including excavating or filling, ripping and scarifying as necessary and compacting the whole area for a depth of 150mm to a density of at least 90% Mod. AASHTO maximum density, part to falls.	m2	2202	R	65.00
	<u>Prescribed density tests on filling</u>				
11	Modified AASHTO Density test.	No	10	R	1,800.00
Carried Forward to Summary of Section No. 4					

BILL No. 2 ROADWORKS AND PARKING MODEL PREAMBLES The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates SUPPLEMENTARY PREAMBLES Precast concrete block road surfacing Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications EARTH FILLING, PAVING, ETC. <u>Filling supplied by the contractor under parking areas, drive ways, walkway etc</u>					
1	G5 Base course material compacted to 98% Mod AASHTO density	m3	110	R	650.00
2	G7 Natural subbase material, compacted to 95% Mod AASHTO density	m3	110	R	500.00
Compaction of surfaces. Compaction of ground surface under roads, parkings, etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material from excavated material where necessary and compacting to 93% Mod AASHTO density. Prescribed density tests on filling:					
4	In-situ dry density test.	No	5	R	1,800.00
Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:					
5	Treat filling under paving with 'Chlordane Heptachlor Aldrin' or equal approved.	m2	731	R	50.00
<u>Paving of 60mm Class 25 interlocking concrete blocks on and including 20mm thick sand bed with dry filler sand swept and vibrated into joints all laid on subgrade (elsewhere measured) conforming to SABS 1058:2006:</u>					
6	Paving to roads and parking areas, etc laid to falls.	m2	731	R	325.00
7	Extra over ordinary paving for 200mm wide block-on-flat header course edging circular on plan on 100mm thick mortar bed including unreinforced concrete haunching along outside edge.	m	288	R	120.00
<u>Precast concrete kerbing (complying with SANS 927) in 1m lengths, wet presses, placed in position, bedded and jointed in (3:1) cement mortar and flush pointed on exposed faces, including 150 x 150 x 300mm 15MPa/19mm unreinforced concrete haunching at back of each joint, excavation, backfilling, ramming, etc.(Refer to drawing number C-5-01 attached):</u>					
8	Kerb Fig 4 (150 x 250mm).	m	288	R	200.00
Road marking:					
9	Road marking paint 100mm wide on paved road surface.	m	88	R	35.00
10	Characters, symbols and lines painted as standard 'ARROW' marking.	No	2	R	300.00
11	Characters, symbols and lines painted as standard 'DISABLED' marking.	No	1	R	650.00
Carried Forward to Summary of Section No. 4					

BILL No. 3					
WALKWAYS, RAMPS, STAIRS, ETC					
MODEL PREAMBLES					
The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates					
THE FOLLOWING IN UNCOVERED WALKWAYS					
Excavation in earth not exceeding 2m deep:					
1	Reduced levels under floors.	m3	97	R	120
Extra over all excavations for carting away:					
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	97	R	150
Filling supplied by the contractor under concrete pavement, etc					
3	G5 Base course material compacted to 98% Mod AASHTO density	m3	32	R	650
4	G7 Natural subbase material, compacted to 95% Mod AASHTO density	m3	32	R	500
5	Coarse river sand filling supplied by the contractor:	m3	32	R	400
Under floors etc.					
Compaction of surfaces:					
6	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2	215	R	65
Prescribed density tests on filling:					
7	In-situ dry density test.	No	3	R	1,800
Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:					
8	Treat filling under concrete floor with 'Chlordane Heptachlor Aldrin' or equal approved.	m2	215	R	50
Reinforced 25Mpa/19mm Concrete:					
9	Surface beds cast in panels on waterproofing.	m3	32	R	2,900
Finishing top surfaces of concrete smooth with a wood float:					
10	Surface beds, slabs, etc to falls and currents.	m2	215	R	90
Smooth Formwork (Degree of Accuracy II)					
11	Edges, risers, ends and reveals not exceeding 300mm high.	m	551	R	150
Test blocks:					
12	Making and testing set of three 150x150x150mm concrete strength test cubes.	No	2	R	650
Carried Forward					

		Brought Forward			
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>				
13	10mm Joints not exceeding 300mm high.	m	71	R	120
	<u>Approved polysulphide sealing compound including backing cord, bond breaker, primer etc.:</u>				
14	10 x 10mm In vertical expansion joints between concrete and brick surfaces, including raking out expansion joint filler as necessary.	m	280	R	80
	<u>Fabric reinforcement:</u>				
15	Type 193 fabric reinforcement in concrete surface beds, slabs, etc.	m2	215	R	120
	<u>Waterproofing under Surface beds</u>				
16	350 Micron USB orange polyethylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed (elsewhere measured).	m2	215	R	60
	<u>THE FOLLOWING IN RAMPS, STAIRS, ETC</u>				
17	G5 Base course material compacted to 98% Mod AASHTO density	m3	9	R	650
18	G7 Natural subbase material, compacted to 95% Mod AASHTO density	m3	9	R	500
	<u>Under floors etc.</u>				
19	Coarse river sand filling supplied by the contractor:	m3	4	R	400
	<u>Compaction of surfaces:</u>				
20	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2	29	R	65
	<u>Prescribed density tests on filling:</u>				
21	In-situ dry density test.	No	2	R	1,800
	<u>Control Company and guaranteed against termite infestation for ten years:</u>				
22	Treat filling under concrete floor with 'Chlordane Heptachlor Aldrin' or equal approved.	m2	29	R	50
	<u>Reinforced 25Mpa/19mm Concrete:</u>				
23	Footing	m3	4	R	2,900
24	Surface beds cast in panels on waterproofing.	m3	4	R	2,900
	<u>Finishing top surfaces of concrete smooth with a wood float:</u>				
25	Surface beds, slabs, etc to falls and currents.	m2	22	R	90
	<u>Smooth Formwork (Degree of Accuracy II)</u>				
26	Edges, risers, ends and reveals not exceeding 300mm high.	m	9	R	120
	<u>Test blocks:</u>				
27	Making and testing set of three 150x150x150mm concrete strength test cubes.	No	2	R	650
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>				
28	10mm Joints not exceeding 300mm high.	m	5	R	90
	Carried Forward				

Brought Forward					
	<u>Approved polysulphide sealing compound including backing cord, bond breaker, primer etc.:</u>				
29	10 x 10mm in vertical expansion joints between concrete and brick surfaces, including raking out expansion joint filler as necessary.	m	5	R	120
	<u>Fabric reinforcement:</u>				
30	Type 245 fabric reinforcement in concrete surface bed, slabs, etc	m2	22	R	120
	<u>Waterproofing under Surface beds</u>				
31	350 Micron USB orange polyethylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed (elsewhere measured).	m2	22	R	60
	<u>Excavation in earth not exceeding 2m deep:</u>				
32	Trenches.	m3	15	R	120
	<u>Extra over trench and hole excavations in earth for excavation in:</u>				
33	Soft rock.	m3	1	R	500
34	Hard rock.	m3	1	R	1,000
	<u>Extra over all excavations for carting away:</u>				
35	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	12	R	185
	<u>Risk of collapse of excavations:</u>				
36	Sides of trench excavations not exceeding 1,5m deep.	m2	70	R	350
	<u>Keeping excavations free of water:</u>				
37	Keeping excavations free from mud and all water including subterranean sources.	Item	1	R	10,000
	<u>Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 93% Mod. AASHTO density:</u>				
38	Backfilling to trenches, etc.	m3	3	R	120
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u>				
39	To bottoms and sides of trenches, etc.	m2	123	R	50
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u>				
40	One brick walls in foundations	m2	23	R	800
	<u>Brickwork reinforcement:</u>				
41	230mm Wide reinforcement built in horizontally, but in foundations	m	94	R	10
	<u>Corobrik Mopani Travertine Imperial FBS clay face brick or equal and approved, size 222 x 106 x 73mm, bedded and jointed in Class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zones 1-2:</u>				
42	Extra over brickwork for face brickwork externally.	m2	5	R	400
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u>				
43	One brick walls in foundations	m2	5	R	800
Carried Forward					

Brought Forward					
	Brickwork reinforcement:				
44	230mm Wide reinforcement built in horizontally, but in foundations <u>Corobrik Mopani Travertine Imperial FBS clay face brick or equal and approved, size 222 x 106 x 73mm, bedded and jointed in Class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zones 1-2:</u>	m	31	R	15
45	Extra over brickwork for face brickwork externally. STEEL BALUSTRADING <u>Welded balustrading to walkways and stairs, all as per drawing number A101 attached to these bills of quantities</u> Horizontal balustrading 1000mm high, of 50mm diameter brushed STAINLESS STEEL handrail, 40 x 5mm galvanised steel flat section continuous top and bottom rails, 40 x 20mm and 2.5mm thick galvanised STEEL rectangular tube at approximately 900mm centres bolted to 185 x 65mm and 5mm thick galvanised STEEL plate cut at approximately 14 degree angle welded to 310 x 70mm and 5mm thick galvanised STEEL plate cut at approximately 9 degree angle welded to 125 x 100 x 8mm and 100mm long galvanised STEEL angels and bolted to concrete or top of brickwork (bolts elsewhere) and 12 x 12mm galvanised STEEL intermediate vertical square rods at approximately 110mm centres between top and bottom rails.	m2	23	R	400
46	Raking balustrading 1000mm high, of 50mm diameter brushed STAINLESS STEEL handrail, 40 x 5mm galvanised steel flat section continuous top and bottom rails, 40 x 20mm and 2.5mm thick galvanised STEEL rectangular tube at approximately 900mm centres bolted to 185 x 65mm and 5mm thick galvanised STEEL plate cut at approximately 14 degree angle welded to 310 x 70mm and 5mm thick galvanised STEEL plate cut at approximately 9 degree angle welded to 125 x 100 x 8mm and 100mm long galvanised STEEL angels and bolted to concrete or top of brickwork (bolts elsewhere) and 12 x 12mm galvanised STEEL intermediate vertical square rods at approximately 110mm centres between top and bottom rails.	m	14	R	1,450
47	Extra over for L-intersection of horizontal balustrades	No	8	R	300
48	Extra over for junction of end of horizontal with end of raking balustrades	No	24	R	220
49	M16 Bolts	No	16	R	30
50	M20 Holding down bolts	No	16	R	30
51					
Carried Forward to Summary of Section No. 4					

	BILL No. 4 STORMWATER RETICULATION MODEL PREAMBLES The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates SUPPLEMENTARY PREAMBLES Concrete pipes: Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings. Exposed concrete surfaces: Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster. Excavations: No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. Soft rock and hard rock shall be as defined in Earthworks. Laying, backfilling, bedding, etc of pipes: Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing. Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding. Descriptions of pipes laid in trenches: Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor. Note minimum width of trench is 500mm on either side of pipe. Descriptions of catchpits, junction boxes, manholes, etc: Descriptions of catchpits, junction boxes, manholes, etc, shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water. STORMWATER CHANNELS <u>Cast in-situ Ref 193 mesh reinforced concrete open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 3m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar.</u> 25MPa concrete 750 x 200mm V' channel 100mm deep in centre laid in position in ground in 3000mm sections including all excavations, ramming, trimming, formwork, reinforcement, expansion joints, floating etc. Carried Forward				
1		m	193	R	800

Brought Forward					
2	25MPa concrete 1000 x 330mm V' channel 100mm deep in centre laid in position in ground in 3000mm sections including all excavations, ramming, trimming, formwork, reinforcement, expansion joints, floating etc.	m	52	R	1,000
3	Extra for 700mm angle	No	16	R	500
4	Extra for 700mm T-intersection	No	7	R	500
<u>STORMWATER DRAINAGE</u>					
<u>Class 100D concrete pipes:</u>					
5	375mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	50	R	800
6	450mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	10	R	1,000
<u>Testing:</u>					
7	Testing drainage system.	Item	1	R	6,000
Carried Forward to Summary of Section No. 4					

	BILL No. 5 SEWER RETICULATION MODEL PREAMBLES The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates SOIL DRAINAGE SUPPLEMENTARY PREAMBLES uPVC pipes and fittings Soil, waste and vent pipes and fittings shall be solvent weld jointed. Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Excavations: No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. Soft rock and hard rock shall be as defined in Earthworks. Laying, backfilling, bedding, etc of pipes: Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 Descriptions of pipes laid in trenches: Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor. Descriptions of catchpits, junction boxes, manholes, etc: Descriptions of catchpits, junction boxes, manholes, etc, shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water. Density testing on filling: Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally. BULK SEWER RETICULATION Earthworks for soil drainage:				
1	Excavation in earth exceeding 1m and not exceeding 2m deep for pipe trenches	m3	114	R	120
2	Extra over excavation in soft rock.	m3	11	R	500
3	Extra over excavation in hard rock.	m3	6	R	1,000
4	Unreinforced concrete bedding under pipes	m3	28	R	1,900
5	Selected granular filling in bedding under and filling around pipes	m3	34	R	450
6	Imported backfilling supplied by the Contractor compacted to 98% Mod ASSHTO density (class A material) to pipe trenches.	m3	17	R	450
	Carried Forward				

Brought Forward					
7	Selected Backfill material from excavations to drain pipes compacted to 93% Mod ASSHTO density.	m3	34	R	85
8	Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk) to a dumping site to be found by the Contractor.	m3	28	R	185
Heavy duty (Class 34) PVC-U sewer and drain pipes					
9	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation)	m	2	R	450
10	110mm Pipes laid in trenches (trenches elsewhere)	m	203	R	500
Extra over heavy duty (Class 34) PVC-U sewer and drain pipes for fittings					
11	110mm Bend	No	20	R	150
12	110mm Junction	No	15	R	150
13	110mm Rodding eye	No	2	R	150
uPVC gulleys:					
14	200mm Precast concrete gully dish and uPVC lowback assembly complete with 110mm P trap gulley (code UGB 40) including 190mm diameter head (code UGA 40) and grate (code UGG 40), not exceeding 750mm deep, jointed to 110mm drain pipe, including excavations for and encasing in concrete (15MPa crushing strength after 28 days) worked up to form kerb, finished smooth on top in 1:3 cement mortar.	No	5	R	9,500
The following in precast concrete manholes.					
15	Inspection chamber 1 000mm diameter exceeding 1 000mm and not exceeding 2 000mm deep internally, formed of standard precast walling sections to suite height built on 20 MPa base and benching latter finished with 25mm thick grano sloped at 1:6, half round vitrified clay or other approved channel inverts, including 150mm medium duty precast concrete cover slab in 1:2 mortar and Type 4 light duty cover and medium duty cast iron frame.	No	7	R	5,500
Sundries:					
16	Unreinforced concrete encasing to 110mm vertical bend.	m3	1	R	1,900
17	300 x 300 x 75mm Precast concrete inspection eye marker slab set in ground.	No	7	R	110
18	100mm Cast iron ABC cleaning eye.	No	5	R	135
Testing					
19	Testing sewer pipe system	Item	1	R	6,000
THE FOLLOWING IN SEPTIC TANK					
EXCAVATION, FILLING, ETC					
20	Excavation in earth exceeding 2m and not exceeding 4m deep for holes	m3	18	R	120
Extra over all excavations for carting away					
21	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor within 5km from the building site	m3	18	R	185
Risk of collapse of excavations					
22	Sides of trench and hole excavations exceeding 1,5m deep but not exceeding 3,0m deep	m2	26	R	350
Carried Forward					

		Brought Forward				
		<u>Keeping excavations free of water</u>				
23	Keeping excavations free of all water other than subterranean water	Item	1	R	10,000	
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density</u>					
24	Backfilling to holes	m3	6	R	165	
	<u>Compaction of surfaces:</u>					
25	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m2	9	R	65	
	<u>Prescribed density tests on filling:</u>					
26	Allow for compaction tests by an approved laboratory to determine density of filling material.	No	1	R	1,800	
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u>					
27	To bottoms and sides of trenches, holes, etc.	m2	9	R	50	
	<u>UNREINFORCED CONCRETE</u>					
	<u>15Mpa/19mm Concrete</u>					
28	Surface blinding under base.	m3	9	R	1,600	
	<u>REINFORCED CONCRETE</u>					
	<u>25MPa/19mm concrete</u>					
29	Base	m3	2	R	2,900	
30	Suspended slab	m3	2	R	2,900	
31	Cavity walls	m3	3	R	2,900	
	<u>TEST BLOCKS</u>					
	<u>Test blocks:</u>					
32	Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	2	R	650	
	<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u>					
	<u>Rough Formwork to Sides:</u>					
33	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	13	R	175	
	<u>Rough Formwork to Soffits:</u>					
34	Suspended Slabs propped up exceeding 1.5 but not exceeding 3.5m high	m2	9	R	650	
	<u>Extra on permanent formwork for boxing or blocking in or boxing out to form:</u>					
35	600 x 900 mm opening through 150mm thick slab.	No	1	R	300	
	<u>REINFORCEMENT</u>					
	<u>High Strength Steel reinforcement:</u>					
36	Steel reinforcement to structural concrete work.	t	1	R	19,000	
	Carried Forward					

		Brought Forward			
	<u>BRICKWORK IN FOUNDATIONS (PROVISIONAL)</u>				
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u>				
37	330mm thick cavity brick Walls made of two leafs of 110mm wall with 110mm reinforced concrete fill and including wire ties (concrete elsewhere measured).	m2	26	R	800
	<u>SCREEDS</u>				
	<u>1:3 Cement and sand screeds steel trowelled on concrete:</u>				
38	30mm thick on floors.	m2	9	R	130
	<u>EPOXY</u>				
	<u>6mm "abescreed" Epoxy and sealed with one coat "abecote 436" clear epoxy sealer</u>				
39	On plastered walls internally	m2	26	R	350
	<u>INTERNAL PLASTER</u>				
	<u>Cement plaster on brickwork:</u>				
40	On walls.	m2	26	R	130
	<u>EXTERNAL PLASTER</u>				
	<u>Cement plaster on brickwork:</u>				
41	On walls.	m2	26	R	130
	<u>MANHOLE COVERS</u>				
42	600 x 900mm Type 2A Heavy duty cast iron manhole cover and frame to SABS 558.	No	2	R	1,200
	<u>THE FOLLOWING IN SOAK AWAYS</u>				
	<u>EXCAVATION, FILLING, ETC</u>				
43	Excavation in earth not exceeding 2m deep for trenches	m3	6	R	120
	<u>Extra over all excavations for carting away.</u>				
44	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor within 5km from the building site	m3	6	R	120
	<u>Extra over bulk excavation in earth for excavation in</u>				
45	Soft rock	m3	1	R	400
46	Hard rock	m3	0.30	R	700
	<u>Risk of collapse of excavations</u>				
47	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	17	R	350
	<u>Keeping excavations free of water</u>				
48	Keeping excavations free of all water other than subterranean water	Item	1	R	10,000
	<u>Stone filling</u>				
49	40 to 80mm diameter stone filling	m3	1	R	500
	Carried Forward				

Brought Forward					
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density</u>				
50	Backfilling to trenches, holes, etc	m3	0.28	R	150
	<u>Imported filling supplied by the contractor compacted to 95% Mod AASHTO density:</u>				
51	Selected granular filling on galvanised or fibre cement sheets	m3	2	R	450
	<u>Compaction of surfaces:</u>				
52	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m2	6	R	65
	<u>Prescribed density tests on filling:</u>				
53	Allow for compaction tests by an approved laboratory to determine density of filling material.	No	1	R	1,800
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u>				
54	To bottoms and sides of trenches, holes, etc.	m2	23	R	50
	<u>Geopipe perforated PVC pipes</u>				
55	110mm Pipes laid in trenches (trenches elsewhere)	m	10	R	135
Carried Forward to Summary of Section No. 4					

	BILL No. 6 <u>WATER RETICULATION</u> <u>MODEL PREAMBLES</u> The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates <u>SUPPLEMENTARY PREAMBLES</u> uPVC pressure pipes and fittings: Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings. Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints. Copper pipes: Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be Cobra Watertech type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground. Reducing fittings: Where fittings have reducing ends or branches they are described as reducing. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained. Laying, backfilling, bedding, etc of pipes: Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturer's instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SAB. Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding. Excavations: No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. Soft rock and hard rock shall be as defined in Earthworks. Descriptions of pipes laid in trenches: Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor. Carried Forward				
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Brought Forward					
	Descriptions of catchpits, junction boxes, manholes, etc:				
	Descriptions of catchpits, junction boxes, manholes, etc, shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water.				
	Thrust Blocks:				
	Thrust blocks for pressure pipes to be formed of Class B concrete shaped for fittings with notchings of suitable size to take fittings and with sinkings and flanges of short collar detachable joints of suitable size to allow for removing of coupling when necessary including necessary formwork, excavation, etc				
	Density testing on filling:				
	Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally.				
	<u>WATER SUPPLY IN GROUND</u>				
	<u>Class 10 HDPE type IV pipes</u>				
1	32mm Pipes laid in and including trenches not exceeding 1m deep	m	52	R	100
2	40mm Pipes laid in and including trenches not exceeding 1m deep	m	15	R	110
	<u>Extra over Class 10 HDPE type IV pipes for fittings</u>				
3	32mm Fittings	No	15	R	35
4	40mm Fittings	No	8	R	40
5	40 x 32mm Reducer	No	5	R	40
	<u>Class 16 uPVC pressure pipes:</u>				
6	110mm Pipes laid in and including trenches.	m	52	R	300
	<u>Extra over Class 16 uPVC pressure pipes for cast iron pressure fittings, treated for corrosion protection, corrosive soil as set out in supplementary preambles to this Bill:</u>				
7	110mm Elbows.	No	6	R	125
8	110mm Tee.	No	5	R	125
	<u>TAPS, VALVES, ETC</u>				
9	50mm Brass stopcock	No	5	R	250
10	50mm Brass non-return valve	No	5	R	280
	<u>Stopcock boxes, etc.</u>				
11	Excavate in earth for and build Connection valve Chamber size 500 x 500 x 500mm deep internally with one brick wall to sides in cement mortar with 225 x 225 x 100mm regulation pattern cast iron hinged box Type 11B light duty cover and frame set in and including Grade 20 mass concrete surround size 1140mm wide x 100mm deep all round including Ref 311 mesh.	No	2	R	6,000
	<u>Testing:</u>				
12	Testing water pipe system.	Item	1	R	10,000
Carried Forward to Summary of Section No. 4					

BILL No. 8					
LANDSCAPING					
MODEL PREAMBLES					
The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates					
Excavate in earth and dispose on site					
1	Not exceeding 150mm deep to remove humps, form shallow ditches, etc	m2	314	R	120
Ground preparation:					
2	Cultivation and preparation of areas to be planted.	m2	314	R	10
Topsoil, compost, lime and fertilizer:					
3	Topsoil supplied by the Contractor in plant beds, grassed areas and holes for trees, shrubs, etc.	m3	47	R	60
4	Fertilize garden soil with 3:2:1 super phosphate spread at a rate of 1kg/10m2 including working evenly into top 20mm depth of soil.	m2	314	R	20
Grassing, ground covers, etc					
5	Kikuyu roots in rows at 250mm centres	m2	314	R	85
Litter Bins					
Precast bins or equal Architect approved					
6	Litter Bin size 550 x 550 x 1 000mm high with aggregate finish	No	4	R	2,000
Maintenance Period:					
7	Maintenance of grassed and ground covered areas for a period of 3 months (total area approximately 314m2) including regularly weeding and irrigating as necessary.	Item	1	R	55,000
Carried Forward to Summary of Section No. 4					

	SECTION SUMMARY				
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2	ROADWORKS AND PARKING	Page	43		
3	WALKWAYS, RAMPS, STAIRS, ETC	Page	47		
4	STORMWATER RETICULATION	Page	49		
5	SEWER RETICULATION	Page	54		
6	WATER RETICULATION	Page	56		
7	LANDSCAPING	Page	57		
	Carried To Final Summary				

<u>SECTION No. 5</u>					
<u>BILL NO 1</u>					
<u>ELECTRICAL WORK (PROVISIONAL)</u>					
<u>PRELIMINARY AND GENERAL</u>					
1	Provision of full time supervision for contract period.	Item	1		
2	To provide relevant Health and Safety documentation and comply with the Occupational Health and Safety Act requirements	Item	1		
3	To attend site and technical meetings	Item	1		
4	To provide all insurances as required	Item	1		
5	To provide and maintain a contract program	Item	1		
6	To provide site accommodation as specified (only if required)	Item	1		
7	Site ablution facilities	Item	1		
8	Remove site establishment and ablution facilities on completion and leave site in condition as found.	Item	1		
9	Security of Works	Item	1		
10	To provide a 12 month defects liability period from date of practical completion.	Item	1		
11	Provisional sum for power upgrade and associated costs.	Item	1		
<u>Other Requirements</u>					
Should the tenderer have any other requirements for payment under Preliminary and General, this is to be detailed on this page, item by item, with the rates in the relevant columns. The Tenderer may attach additional pages if required.					
Carried Forward to Section Summary					

<u>BILL NO 2</u>					
<u>GENERAL</u>					
1	Provide the sum of R100 000.00 (One Hundred Thousand Rand) for power upgrade and associated costs.	Sum	1		
2	Profit and attendance on above	%			
3	Allow for liasing with Emadlaneni Local Municipality and applying for the consolidation of the metering on site to one bulk meter.	Item	1		
4	Allow to have meetings with Emadlangeni Local Municipality to follow up on the progress of the application, including site visit with personnel from the Municipality.	Item	1		
5	Provide the sum of R100 000.00 (One Hundred Thousand Rand) for Emadlangeni Local Municipality charges for the consolidation of the metering.	Sum	1		
6	Profit and attendance on the above	%			
7	Supply and install data loggers for the purpose of determing the essential load connected to the existing generator set and the total load for the existing staff accomodation.	Item	1		
8	Allow for providing a report for the data logging with graphs showing loading on a daily basis, weekly basis and for the entire duration of load logging.	Item	1		
<u>Certificate of Compliance</u>					
9	Supply a COC for the entire installation in accordance with SANS 10142-1	Item	1		
<u>EARTHING AND BONDING</u>					
10	Earthing the generator and fuel bulk tank as specified	Item	1		
<u>Operating & Maintenance Manuals</u>					
11	Provision of Operating and Maintenance Manuals as specified	Item	1		
<u>As built drawings</u>					
12	Supply as built drawings of the installation, as specified	Item	1		
<u>Training</u>					
13	Provide training as specified	Item	1		
Carried Forward to Section Summary					

BILL NO. 3:				
<u>MINI SUBSTATION</u>				
1	Supply, deliver, and install a mini substation in 3CR12 steel enclosure complete with 200kVA 11000/400V Dyn11 transformer; 11000V 3 way (2 x 630A load break switch and 1 x 200A circuit breaker) vacuum insulated ring main unit; and low-voltage compartment. Low-voltage compartment shall be complete with main MCCB; feeder MCCBs; 3 phase, neutral, and earth busbars; 3 phase power meter as Schneider PM5110 or similar approved.			
	Supply and delivery	No.	1	
	Install	No.	1	
2	Provision for the manufactures' workshop drawings for approval by the Electrical Engineer prior to manufacture of the minisub.	Item	1	
3	Allow for factory acceptance testing (FAT) prior to delivery to site. Rate to allow for 2 Engineers to witness the FAT inclusive of travelling costs and accomodation if necessary.	Item	1	
4	Allow for onsite testing and commissioning.	Item	1	
<u>STANDBY GENERATOR SET</u>				
5	Supply, deliver, and install 300 kVA 3 phase generator set in containerised housing complete with mounting dampers as specified.			
	Supply and delivery	No.	1	
	Install	No.	1	
6	Supply, deliver and install 5000 litres bulk self bunded fuel tank complete with all ancillary components required to connect to the generator set.			
	Supply and delivery	No.	1	
	Install	No.	1	
7	Supply and install an outdoor changeover panel complete with bypass switch.			
	Supply and delivery	No.	1	
	Install	No.	1	
8	Testing and inspection of the generator and changeover panel at the manufacturers' premises prior to delivery as specified.	Item	1	
Carried Forward to Section Summary				

BILL NO. 4				
POWER CABLES AND WIREWAYS				
MEDIUM VOLTAGE (MV) CABLING				
1	Supply and deliver 50 mm ² 3 core 6.35/11kV Cu PILC/ XLPE insulated PVC SWA PVC cables manufactured to SANS 1339 Type A. Cables shall be continuous lengths i.e. no joints.	m	200	R 1,000.00
2	Install 50 mm ² 3 core 6.35/11kV Cu PILC/ XLPE insulated PVC SWA PVC cable in PVC sleeves. Excavations and PVC sleeves measured elsewhere.	m	200	R 3,000.00
3	Terminate 50 mm ² 3 core 6.35/11kV Cu PILC/ XLPE insulated PVC SWA PVC cable. Rate shall be inclusive of cable labels indicating size, origin and destination of MV cable.	No.	2	R 7,000.00
LOW VOLTAGE (LV) CABLING				
Supply and deliver the following 600/1000V Cu PVC PVC SWA ECC PVC cables manufactured to SANS 1507. Cables shall be continuous lengths i.e. no joints.				
4	185 mm ² 4 Core	m	60	R 1,210.00
5	50 mm ² 4 Core	m	200	R 735.00
6	35 mm ² 4 Core	m	200	R 565.00
7	16 mm ² 2 Core	m	500	R 200.00
8	2.5 mm ² 12 Core Control Cable	m	50	R 60.00
Install the following 600/1000V Cu PVC PVC SWA ECC PVC cables in sleeves, ducts, on cable ladders, fixed to the surface, etc. Cables shall be continuous lengths i.e. no joints. Excavations and PVC sleeves measured elsewhere.				
9	185 mm ² 4 Core	m	60	R 100.00
10	50 mm ² 4 Core	m	200	R 60.00
11	35 mm ² 4 Core	m	200	R 60.00
12	16 mm ² 2 Core	m	200	R 70.00
13	2.5 mm ² 12 Core Control Cable	m	50	R 30.00
Carried Forward				

Brought Forward					
<u>POWER CABLES AND WIREWAYS</u>					
<u>LOW VOLTAGE (LV) CABLING (Continued)</u>					
14	Termination of the following 600/1000V Cu PVC PVC ECC SWA PVC cables. Rate shall be inclusive of cable labels indicating size, origin and destination of LV cable.				
15	185 mm ² 4 Core	No.	2	R	1,500.00
16	50 mm ² 4 Core	No.	4	R	800.00
17	35 mm ² 4 Core	No.	4	R	650.00
18	16 mm ² 2 Core	No.	20	R	500.00
19	2.5 mm ² 12 Core Control Cable	No.	2	R	110.00
<u>EXCAVATIONS AND BACKFILLING</u>					
Excavate in the following soil conditions for cable trenches inclusive of temporary support of sides, keeping excavations dry, backfill with selected fill and mechanically compact all areas, 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.					
20	500mm wide x 600mm deep in soft and pickable soil	m	100	R	150.00
21	500mm wide x 600mm deep in hard (rock) soil	m	100	R	200.00
22	600mm wide x 1000mm deep in soft and pickable soil	m	200	R	220.00
23	600mm wide x 1000mm deep in hard (rock) soil	m	200	R	300.00
24	Allow for uplifting existing paving and set aside for reuse	m	100	R	200.00
25	Allow to relay paving set aside and reseal	m	100	R	450.00
Carried Forward					

Brought Forward

CABLE SLEEVES

Supply and install uPVC sleeve piping including joining laid in trench (trenching and backfilling measured elsewhere) or cast in concrete or wall.

26	50mm diameter	m	400	R	120.00
27	110mm diameter	m	400	R	150.00
28	160mm diameter	m	300	R	200.00

Cable Tiles

29	Supply and install 230mm wide x 38 mm thick cable concrete tile laid 150mm above MV/LV cables.	No.	400	R	250.00
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Cable Markers

30	Supply and install concrete cable markers with metal plate on top indicating cable size, voltage level, origin and destination of cable.	No.	100	R	500.00
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Carried Forward to Section Summary

BILL NO. 5				
<u>DISTRIBUTION BOARDS AND KIOSKS</u>				
<u>DISTRIBUTION BOARDS</u>				
1	Supply and install main distribution board feeding 5 of 2 bedroom flats and exterior passage lighting.	No.	2	R 30,000.00
2	Supply and install distribution board for a 2 bedroom flat	No.	10	R 6,000.00
3	Supply and install labels on the distibution boards indicating all incoming and outgoing circuits.	Item	1	R 10,000.00
<u>KIOSKS</u>				
4	Supply and install ground mounted kiosk in IP65 lockable enclosure for perimeter lighting.	No.	1	R 25,000.00
Carried Forward to Section Summary				

<u>BILL NO. 6</u>				
<u>LIGHTING AND SMALL POWER</u>				
<u>LIGHTING</u>				
Supply and install light fittings in the following areas:				
1	Kitchen	No.	20	R 750.00
2	Living room	No.	30	R 750.00
3	Bedroom	No.	10	R 1,350.00
4	Bathroom	No.	10	R 1,200.00
5	Covered walkways and covered parkings	No.	10	R 750.00
6	Supply and install IP65 pole mount light fitting for perimeter lighting.	No.	10	R 5,250.00
7	Supply and install PVC conduits in ceilings, or cast in walls	m	1000	R 60.00
8	Supply and install 2.5mm ² PVC insulated 1000V hard drawn copper wire drawn in conduits and coloured as required.	m	1500	R 15.00
9	Supply and install 1 lever 1 way light switch complete with coverplate in 100x50 PVC conduit box	No.	60	R 65.00
10	Supply and install photocell sensor with 360° detection range	No.	5	R 180.00
<u>SMALL POWER</u>				
11	Supply and install SANS 164-1 switched socket outlet complete with coverplate in wall box	No.	150	R 120.00
12	Supply and install SANS 164-2 switched socket outlet compete with cover plate in wall box	No.	150	R 100.00
13	Supply and install 60A double pole stove isolator complete with cover plate in wall box	No.	10	R 225.00
Supply and install the following PVC insualted hard drawn copper wire drawn in conduits and coloured as required.				
14	4mm ²	m	2000	R 25.00
15	6mm ²	m	500	R 40.00
16	Supply and install PVC conduits in ceilings, or cast in walls	m	2500	R 60.00
Carried Forward to Section Summary				

<u>BILL NO. 7</u>					
<u>EARTHING AND LIGHTNING PROTECTION</u>					
1	Allow for measuring of earth resistivity over the site and provide a report.	Item	1	R 20,000.00	
2	Design, supply and install a complete earthing and lightning protection system for the building based on SANS 10199/ 10313/ 62305 and IEC 62305	Item	1	R 100,000.00	
Carried Forward to Section Summary					

BILL NO. 8					
IT INSTALLATION					
1	Provide the sum of R 30 000.00 (Thirty Thousand Rand) for access control	Item	1		
2	Add profit onn the above item	Item			
3	Add attendance	Item			
4	Provide the sum R 350 000.00 (Three Hundred and Fifty Thousand Rand) for fire detection	Item	1		
5	Add profit onn the above item	Item			
6	Add attendance	Item			
Carried Forward to Section Summary					

Section No. 5

<u>SECTION NO. 6</u>					
<u>PROVISIONAL SUMS & BUDGETRY ALLOWANCES</u>					
<u>BILL NO. 1</u>					
<u>STANDARD PREAMBLES</u>					
The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.					
1	Provide the sum of R 200 000.00 (Two Hundred Thousand Rand) for Joinery Fittings.	Item	1		
2	Add profit on the above item	Item			
3	Add attendance	Item			
4	Allow a provisional amount of R 25 000.00 (Twenty Five Thousand Rand) for Signage	Item	1		
5	Add profit on the above item	Item			
6	Add attendance	Item			
7	Allow a provisional amount of R 100 000.00 (Hundred Thousand Rand) for dry yard.	Item	1		
8	Add profit on the above item	Item			
9	Add attendance	Item			
10	Allow a provision amount of R 40 000.00 (Fourty Thousand Rand) for Braai Area	Item	1		
11	Add profit on the above item	Item			
12	Add attendance	Item			
13	Allow a provision amount of R 40 000.00 (Fourty Thousand Rand) for Timber Screen wall	Item	1		
14	Add profit on the above item	Item			
15	Add attendance	Item			
16	Provide the sum of R 300 000.00 (Three Hundred Thousand Rand) for Mechanical installation / work.	Item	1		
17	Add profit on the above item	Item			
18	Add attendance	Item			
Carried To Final Summary					

BUILDING COST SUMMARY				
ITEM NO	DESCRIPTION			
1	SECTION No. 1: PRELIMINARIES	Page	18	
2	SECTION No. 2: ALTERATIONS	Page	20	
3	SECTION No. 3: BUILDERS WORK	Page	38	
4	SECTION No. 4: EXTERNAL WORKS (PROVISIONAL)	Page	55	
5	SECTION No. 5: ELECTRICAL WORK (PROVISIONAL)	Page	65	
6	SECTION No. 6: PROVISIONAL SUMS & BUDGETRY ALLOWANCES	Page	66	
TOTAL CARRIED TO FINAL SUMMARY				



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS			
CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition 2			
Scope of Works compiled in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender no:	ZNTL04721W	Project Code:	075734
1	<u>SECTION 1</u>		
	<u>EXTENT OF THE WORKS</u>		
	1.1	EMPLOYERS OBJECTIVES	
	The Department of Health has instructed KZN DPW to construct new staff accommodation inclusive of guard house, with the primary objective to procure and deliver the required output/s within budget, to the required standard and within the specified timeframe. The secondary objectives aims at socio-economic benefits which will be achieved through a combination of targeted procurement, skills development and job creation through the development and construction stages of the projects.		
	1.2	OVERVIEW OF THE WORKS	
	Appointment of a suitable Construction Firm with multi - disciplinary professionals Team in the Built-Environment on the Design and Build Turnkey Project (Architects, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and Saftey Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
	1.3	EXTENT OF THE WORKS	
	The contract comprises of, but is not limited to construct new staff accommodations inclusive of guard house		
	1.4	LOCATION OF THE WORKS	
	The site is situated within the Amajuba District Municipality Area. Utrecht district area. GPS Co-ordinates for the site is -27,662, 30,316		
	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	
	No design is provided by the Employer		
	2.2	DESIGN BRIEF	
	New staff accomodation inclusive of guard house		
2.3	DRAWINGS		
The construction firm to provide all as-built drawings which must be signed off by the Contractor's responsible person before issue to the Project Manager			

2.4	DESIGN PROCEDURES The Architectural design complies with SANS 10400 and the mechanical and electrical works. Designs to be in compliance with National Department of Public Works Office Norms and Public Works Green Building Policy. Use of this documents does not mean professional teams to imply a copy and paste approach, this is forbidden. Proposals must include considerations for Green Building and Sustainable solutions such as maximising the use natural day light, natural ventilation, rainwater harvesting and utilisation within the building, alternative energy usage, energy conservative fittings and equipments, encourage the use of locally available materials and promote the development of indigenous knowledge systems. Materials and finishes specified to be of high standard, very robust with longevity, Ensure very low maintenance and comply to anti-vandal requirements for an Office environment. All storm water management to minimise the use of pipes and ensure the use of surface drain channels for the ease of maintenance. Bidder will be subjected to seek approval from the Departmental Design Review Committee, Relevant Local Authorities and any applicable legislative body prior to commencement of the construction processes.
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", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Estimate/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Estimate/Lump Sum documents. Where the description in the Estimate/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Estimate/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Estimate/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Estimate/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Estimates/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Estimate/Lump Sums 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> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
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Lightning Protection Installation	LP/1 to LP/6												
4.4	CERTIFICATION BY RECOGNIZED BODIES Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.												
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: <table><tr><th colspan="2">CURRENT YEAR</th><th>YEAR + 1</th><th>YEAR + 2</th></tr><tr><td>January</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>February</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>March</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>April</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>May</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>June</td><td>w/days</td><td>3</td><td>3</td></tr><tr><td>July</td><td>w/days</td><td>3</td><td></td></tr><tr><td>August</td><td>w/days</td><td>3</td><td></td></tr><tr><td>September</td><td>w/days</td><td>3</td><td></td></tr><tr><td>October</td><td>w/days</td><td>3</td><td></td></tr><tr><td>November</td><td>w/days</td><td>3</td><td></td></tr><tr><td>December</td><td>w/days</td><td>3</td><td></td></tr></table>	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	
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December	w/days	3																																																			
5.3	MANAGEMENT MEETINGS The construction firm to ensure that sufficient time for project planning, designs, Departmental, Local Authority and any other legislative approvals is allocated to form part of the construction programme. 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 meeting every two weeks, 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 EmployerPrincipal 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) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER Not Applicable <u>SECTION 2</u> <u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u>
Clause Numbers	4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible
	All project documentation inclusive of drawings and specification necessary for successful execution of the project.
	4.2.1 The responsibility strategy assigned to the Contractor for the works is:
	Strategy C
	4.2.2 The professional team is:
	The contractor to appoint all the required professional teams as highlighted in the bid document.
	4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme
	Site Development Plan, Generic Site Sections, Generic Schedule of Construction Material Specifications and
	4.3 The planning, programme and method statement are to comply with the following:
	N/A

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: - Tile sample. - Brick sample. - Light fitting sample. - Screed panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer.
4.12.2	Fabrication drawings that the contractor is to provide to the employer are: All project documentation inclusive of drawings and specification necessary for successful execution of the
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 Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance. TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.

	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 result in the tender being rejected. 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: [Provide list of applicable contractors]

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:

075734

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

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION			
CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht		
Tender No.	ZNTL04721W	Project Code:	075734
C4.1 Site Information			
C4.1	GENERAL		
(a)	Site is a live environment. Caution must be made not to disrupt the day to day functions of the surrounding buildings, staff, patients, and general public accessing the facility. Site to be kept clean and neat at all times. All work and machinery are to be safely hoarded off.		
(b)	The site is located on ERF 6, ERF 7, ERF 8 and ERF 9, situated at Kenor Street, Utrecht KZN. The property is registered in the name of the KwaZulu-Natal Provincial Government and is within the custodianship of the KwaZulu-Natal Department of Public Works.		
(c)	Special care must be taken to limit the noise and not disrupt current and adjacent buildings, as well as the day to day functioning of the building,. Works will take place on the ground. The contractor is to take note of the building requirements for materials from the contractors yard.		
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
(a)	It is the responsibility of the contractor to do conduct sufficient geotechnical investigation to inform to inform the project civil and structural design proposal.		



KWAZULU-NATAL PROVINCE
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Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

PART C5 - DRAWINGS / ANNEXURES



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

ANNEXURES 9

ANNEXURES	
Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	Map of Tender submission location
Annexure 3	Waver of Lien
Annexure 4	Joint Venture Agreement
Annexure 5	Beneficiary Monthly Employment
Annexure 6	EPWP Employment Contract
Annexure 7	Occupational Health and Safety Bill
Annexure 8	Scope of works in respect of work relating to the extended public works
Annexure 9	Occupational Health and Safety Specification

ANNEXURE 1



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

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)

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

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]

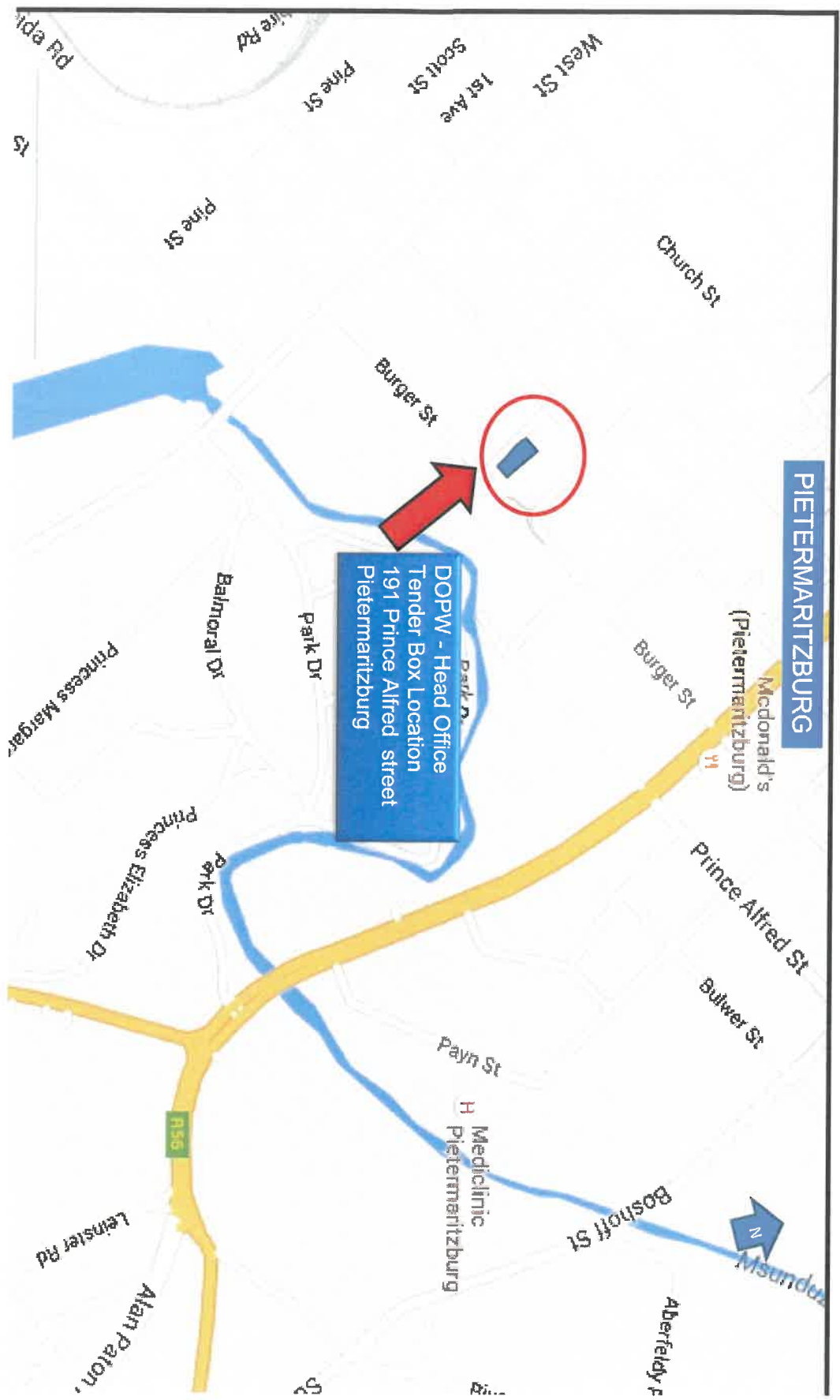
by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

[Allow for additional parties as necessary].

ANNEXURE 2



ANNEXURE 3

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement: CONDITIONS OF CONTRACT FOR NEC/TURNKEY PROJECTS 2013 Edition

Works (description): **Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht**

Site: **Region: Amajuba District Municipality: Emadlangeni Local Municipality: Ward Nr 2.: 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

ANNEXURE 4

'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

KZN PUBLIC WORKS
Monthly Data collection for LOCAL Labour



Name of Contractor:

Project Code:

075734

Project location name (area):

Appointment of a suitable construction firm with multi-disciplinary professional team in the Built-Environment (Architects, Quantity Surveyor, Civil/Structural, Mechanical/Electrical, Geotechnical, Land Surveyor and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Name of Project:

Reporting month:

Project location (Ward No.):

No	First Name	Surname	Initial	Beneficiary Details					Total days worked	Job description	Registered on UIF (Y/N)	Registered with COVID (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language		Education Level		Highest Level of Education	Address		Location Details		Household Details		
				ID number	D.O.B	Gender F/M	Disability Y/N	Start Date on the current month							Other Language 1	Other Language 2	Education Level (See codes below)	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
- (1) Untr (3) Grade 1-3 (Sub A – Std 1)
 - (2) No S (4) Grade 4 (Std 2) ABET 1
 - (5) Grade 5-8 (Std 3-4) ABET 2
 - (7) Grade 9 (Std 7) ABET 4
 - (9) Grade 12 (Std 10)
 - (6) Grade 7-8 (Std 5-6) ABET 3
 - (8) Grade 10-11 (Std 8-9)
 - (10) Post Matric

Contractor sign:

Designation:

Date:

Contact no:

DPW Official/Consultant sign:

Designation:

Date:

Contact no:

EPWP Official sign:

Designation:

Date:

Contact no:



The Attendance Register for on-site Workers

Reporting month: _____ Cell No: _____
Surname: _____ First Name: _____
Project Name: **Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht**
Project Code: **075734** Tender No **ZNTL04721W**

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

[illegible]

Project Code: **075734**

Project location name (area): _____



Name of Project:

Appointment of a suitable construction Firm with multi-disciplinary professional Team in the Built-Environment (Architects, Quantity Surveyor, Civil/Structural, Mechanical/Electrical, Geotechnical, Land Surveyor and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Nlemeyer Memorial Hospital, Urethit

Reporting month: _____

Project location (Ward No.): _____

Beneficiary Details															Experiential Agency				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 Dependants 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!

Contractor sign: _____

Designation: _____

Date: _____

Contact no: _____

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: _____

075734

Name of Project: _____

Please do a price review
before printing.

Payment Upload										
Reporting month: _____										
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

Name of Contractor: _____

Name of Project: _____

Trai						
No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA
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: _____

KZN PUBLIC WORKS
Worker Training capture form for LOCAL Labour



Name of Contractor: _____
Name of Project: _____

Project Code: _____

075734

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: _____

THE EPWP CONDITIONS AND SPECIFICATIONS

EPWP CONDITIONS AND SPECIFICATIONS

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.

F:..... V:..... T:..... Item

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

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

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

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

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

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

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

E12.4 EPWP REPORTING as per EPWP DATA FORM

At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:

1. EPWP monthly data collection form
2. Worker monthly payment upload
3. Worker monthly proof of payment i.e
 - 3.1 Acknowledgement of receipt of payment or
 - 3.2 Payslips
 - 3.3 Bank statement highlighted the workers paid
4. Worker monthly training form
5. Monthly attendance register
6. Certified copies of ID's (once off)
7. ID size photos (once off)
8. Proof of UIF
9. Proof of COVIDA

F:..... V:..... T:..... Item

E12.5 EPWP PROMOTION

12.5.1 EPWP signage board

EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom. correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.

F:..... V:..... T:..... Item

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:..... Item

E12.6 COMMUNITY LIAISON OFFICER (CLO)

UTILISATION OF A COMMUNITY LIAISON OFFICER

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

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

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

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

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.

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.

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:.....

Item

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.

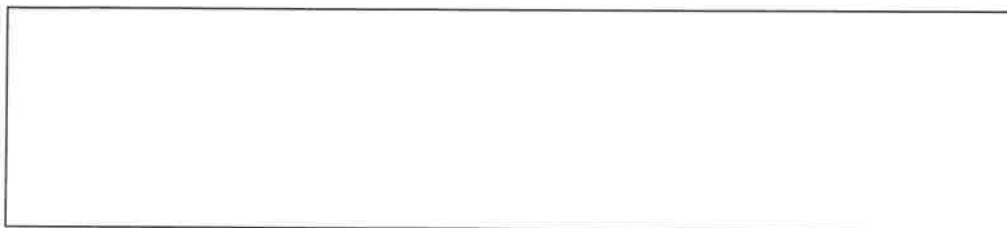
Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;

- 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.
- iv) External works such as landscaping; cleaning; paving; fencing; tarmac; etc.

Note:

It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.

ANNEXURE 6



(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: _____

ANNEXURE 7

ADDITIONAL SPECIFICATION - EPWP

SL

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 20 and technical training is 20

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY
(TARGET:- 20 EPWP BENEFICIARY)**

SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 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)¼.Unit: R/ worker-month

SL 11.04.02 Employment of EPWP beneficiary.....(Prov.Sum)¼.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.

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						

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 Estimate and then price this Bill accordingly				
1		<u>TRAINING OF EPWP BENEFICIARY</u>				
1		(TARGET: 20 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 10 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 26 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/EPWP beneficiary)	km	1000		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		<u>EMPLOYMENT OF EPWP BENEFICIARY</u>				
1	5	Employment of EPWP beneficiary (30 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 100/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(40 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 110/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 (30 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 120/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 100 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 100 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 ESTIMATE						

ANNEXURE 8

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)			
Project title:	Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational		
Project Code:	075734	EPWP NO:	7 GB or Higher

Introductory notes:

1. 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.
2. 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
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		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
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an 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-
 - 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 undertaking 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.

ANNEXURE 9

Occupational Health and Safety Specification

(OHSE SPEC)



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Name:

Appointment of a suitable construction firm with multi-disciplinary Professional Team in the Built-Environment (Architect, Quantity Surveyor, Civil/Structural, Mechanical, Electrical, Geotechnical, Land Surveyor and a Occupational Health and Safety Agent) for the Planning, Design & Construction of New Staff Accommodation at Niemeyer Memorial Hospital, Utrecht

Project Code:

075734

Agent Name:

Ms. L. Ntuli (Head Office)

Region:

Head Office

District:

Head Office

Ward no.:

0

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.