



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

HEAD OFFICE - PIETERMARITZBURG

Notification of tender

The KZN Department of Health: Head Office invites tenders for the following service:

DESCRIPTION OF SERVICE:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT
WIMS NUMBER:	NA
tender NUMBER /QUOTATION NUMBER:	ZNB 9630/2021-H
CIDB GRADING	3ME
CONSTRUCTION PERIOD:	6 Calendar Months
CLOSING DATE:	Thursday, 10 March 2022
TIME:	11:00:00
TENDER VALIDITY PERIOD:	84 Calendar Days
DOCUMENTS AVAILABLE FORM:	tender documents are available from 310 Jabu Ndlovu Street, 3200. These will only be handed out on receipt of payment of the required deposit.
COST OF tender DOCUMENT:	A non-refundable payment of R270 must be made for collection of this document to the following banking details & proof of thereof must be produced upon collection:
Bank Name:	Not Applicable
Bank:	Not Applicable
Account No:	Not Applicable
Account Type:	Not Applicable
Branch:	Not Applicable
Reference Number:	0
TENDER CLOSE AT:	, Head Office, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200

ENQUIRIES:

Enquiries relating to tender document may be directed to:	Mr S.C. Cele
Contact Number: tender Document:	(033) 940 2514

COMPULSORY SITE BRIEFING:

DATE:	2022/02/25 @ 11h00
TIME:	11:00:00
VENUE:	RK Khan Maintenance Workshop
TECHNICAL ENQUIRIES:	KZN Department of Health - Infrastructure Development
	(033) 940 2514
	0
	siphamandla.cele@kznhealth.gov.za

tenderders to Note that:

1. Requirements for sealing, addressing, delivery, opening and assessment of the tender are contained in the tender document.
2. The Department reserves the right not to award to the lowest tenderder.
3. In addition, the Department will conduct a detailed risk assessment prior to the award of the tender.
4. Tender documents must be purchased prior to the starting time of pre tender briefing meeting. No tender documents will be issued at the pre tender briefing meeting and no site inspection meeting certificates will be issued at the pre tender briefing meeting.
5. tenderders who attend without a tender document will not be allowed to the briefing.
6. No late arrivals will be admitted to the pre tender briefing meeting.
7. Submission of a PDF copy of the completed tender tender document together with all supporting tender.
8. Late submissions will not be accepted.
9. Faxed or e-mailed tenders are not accepted.
10. Only tenderders registered on the Central Suppliers Database and within the applicable CIDB grading 3ME or higher will be legible to submit tenders/quotations.

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF HEALTH



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT

ONE VOLUME APPROACH

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

Engineer/Principal Agent

KZN Department of Health - Infrastructure Development
Private Bag X 9051
Pietermaritzburg
Pietermaritzburg
3200
(033) 940 2514 - Tel Number
- Fax Number
siphamandla.cele@kznhealth.gov.za

Employer:

Head: Department of Health
KZN Department of Health
Private Bag X 9051
Pietermaritzburg
3200
Tel Number: 033 - 940 2514
Fax Number: Not Applicable

Tender Number: ZNB 9630/2021-H
CIDB Grading: 3ME
ECDP Number: N/A

Project Code: NA
Document Date: 10-Mar-2022
Contract Period: 6 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

THE TENDER

1. **PART T1: TENDER PROCEDURES**

Page No.

T1.1	Tender Notice and Invitation to Tender	4
T1.2	Tender Data	5
T1.3	Annexure C - Standard Conditions of Tender	9

2. **PART T2: RETURNABLE DOCUMENTS**

T2.1	List of Returnable Documents	3
T2.2	Authority to Sign Tender	1
T2.7	Capacity of Tenderer	6
T2.8	Financial Standing and other resources of Business Declaration	1
T2.9	Preference Certificate	6
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting	1
T2.11	Declaration of Interest - SBD 4	3
T2.12	Record of Addenda to Tender Documents	1
T2.14	Schedule of Imported Materials and Equipment	
T2.15	Declaration of Tenderders Past SCM Practices - SBD 8	2
T2.15a	Annual Financial Statement for past financial year	
T2.16	Equipment Schedules-Mechanical / Electrical / Security Material	
T2.17	Contractor's Safety, Health and Environmental Declaration.	
T2.18	Compulsory Enterprise Questionnaire.	1
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	1
T2.20	Proof of Good Standing with the Compensation Commissioner (Attach)	1
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2)	3
T2.21a	Confirm Receipt of Offer and Acceptance	1
T2.22	Complete Priced Bill of Quantities	1
T2.24	Proof of UIF Registration (Attach)	1
T2.25	The National Industrial Participation Programme	2
T2.26	Certificate of Independent Tender Determination - SBD 9	2

T2.27	Proof of Registration Number on the Central Suppliers Database	1
T2.28	Proof of CIDB Registration Number	1
T2.29	Proof of payment of Tender deposit (if purchased)	1
T2.30	Contract Form - Purchase of Goods/Works - Part 1	1
T2.31	Contract Form - Purchase of Goods/Works - Part 2	1
T2.32	Required Structure of Contractor's detailed OHSE Plan	28
T2.33	Client's specific requirements for the Contractor's detailed OHSE Plan	
T2.34	Base line Risk Assessment	
T2.35	Declaration Certificate for local production and content for designated sectors - SBD 6.2	
T2.36	Functionality Criteria	1
T2.37	Invitation to Tender - SBD 1	2

THE CONTRACT

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

C1.1	Form of Offer and Acceptance	1
C1.2	Contract Data	8
C1.3	Form of Guarantee	3

4. **PART C2: PRICING DATA**

C2.1	Pricing Instructions	4
C2.2	Preliminaries for GCC For Construction Works	26
C2.3	Bills of Quantities	1

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

C3.1	Scope of Works	9
C3.2	Specification for HIV/AIDS awareness	NA
C3.3	HIV/STI Compliance report	NA

6. **PART C4: SITE INFORMATION**

C4.1	Site Information	1
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7. **DRAWINGS**

C5.1	List of Drawings	NA	NA
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8. **ANNEXURES**

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009	102
Annexure 2	Technical Specification	10
Annexure 3	Builders Lien Agreement	1

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 Health, Provincial Administration of KwaZulu-Natal.

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

No alternativeTenders will be accepted.

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

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



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

THE Tender



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART T1. - TENDER PROCEDURES



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA
Advertisement date:	11 February 2022	Closing date:	10 March 2022
Closing time:	11:00	Validity period:	84 Calender Days

It is estimated that tenderers must have a CIDB contractor grading designation of 3ME 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.
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Only Tenderer's who are responsive to the following responsiveness criteria are eligible to submit Tenders:

X	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 : 3ME or higher, class of construction work, are eligible to have their Tenders evaluated.
NA	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 3ME or higher, class of construction work; or - 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 : 3ME 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 Tenderer's or entity tax reference number.
☒	Contractor's Safety, Health and Environmental Declaration.
☒	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
☒	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderer may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
NA	Proof of Paid Municipal Rates and Taxes (Attach)
☒	Proof of UIF Registration (Attach)
☒	Financial Standing and other resources of Business Declaration
☒	Compulsory Enterprise Questionnaire.
☒	Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.

☒	Invitation to Tender - SBD 1
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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 (T2.19) YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9) YES ☐ or NO ☐

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS)

YES ☐ or NO ☐

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, 2017:

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

NOTE		Refer to T2.36 - Functionality Criteria	
Functionality requirement:		70	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
Preference points system:			
Preferences are offered to Tenderer's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points

2. Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
Total must equal 10 or 20 points		20	Points

Notes:

- 1 The successful Tenderder will be required to sign a contract.
- 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, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 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

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

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

191 Prince Alfred Street

A non-refundable tender deposit of R270 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: Not Applicable
Bank Name: Not Applicable
Account Number: Not Applicable
Bank Code: Not Applicable
Reference No: 0

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:

RK Khan Maintenance Workshop

on: **2022/02/25 @ 11h00**

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

DOH Project Manager:	Mr S.C. Cele	Telephone no:	(033) 940 2514
Cell no:	083 456 6823	Fax no:	NA
E-mail:	siphamandla.cele@kznhealth.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic 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:

POSTED TO:
Not Applicable

OR

DEPOSITED IN THE TENDER BOX AT:
Head Office
310 Jabu Ndlovu Street
Pietermaritzburg
3200



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Project Code:	NA		
Tender no:	ZNB 9630/2021-H	Closing date:	10 March 2022
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	For this contract the <u>single volume</u> approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts." The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.		
C.1.2	The single volume procurement document issued by the Employer comprises the following: TENDER Part T1: Tendering procedures T1.1 - #REF! T1.2 - T1.3 - #REF! 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 - #REF! C1.2 - #REF! C1.3 - #REF! Part C2: Pricing data C2.1 - #REF! C2.2 - #REF! Part C3: Scope of works C3.1 - #REF! C3.2 - #REF! C3.3 - #REF! C3.4 - Project Specific Construction Safety, Health and Environmental Specification C3.5 - Supplementary Preambles		

Part C4: Site information															
C4.1 -	#REF!														
C4.2 -	#REF!														
Part 5: List of Drawings/Annexure's															
C5.1 -	#REF!														
C5.2 -	#REF!														
C5.3 -	#REF!														
C5.4 -	#REF!														
C5.5 -	#REF!														
C5.6 -	#REF!														
C5.7 -	#REF!														
C5.8 -	#REF!														
C5.9 -	#REF!														
C5.10	#REF!														
C5.11	#REF!														
C5.12	#REF!														
C5.13	#REF!														
C.1.4	The Employer's agent (Engineer/Principal Agent) is: <table> <tr> <td>Name:</td><td>KZN Department of Health - Infrastructure Development</td></tr> <tr> <td>Capacity:</td><td>Principal Agent/Engineer</td></tr> <tr> <td>Address:</td><td>Private Bag X 9051 , Pietermaritzburg , Pietermaritzburg , 3200</td></tr> <tr> <td>Tel:</td><td>(033) 940 2514</td></tr> <tr> <td>Fax:</td><td>0</td></tr> <tr> <td>E-mail:</td><td>siphamandla.cele@kznhealth.gov.za</td></tr> <tr> <td>Responsible person:</td><td>Mr. S.C. Cele</td></tr> </table> 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"	Name:	KZN Department of Health - Infrastructure Development	Capacity:	Principal Agent/Engineer	Address:	Private Bag X 9051 , Pietermaritzburg , Pietermaritzburg , 3200	Tel:	(033) 940 2514	Fax:	0	E-mail:	siphamandla.cele@kznhealth.gov.za	Responsible person:	Mr. S.C. Cele
Name:	KZN Department of Health - Infrastructure Development														
Capacity:	Principal Agent/Engineer														
Address:	Private Bag X 9051 , Pietermaritzburg , Pietermaritzburg , 3200														
Tel:	(033) 940 2514														
Fax:	0														
E-mail:	siphamandla.cele@kznhealth.gov.za														
Responsible person:	Mr. S.C. Cele														
C.1.6	<table> <tr> <td>PP2-Competitive Selection Procedure</td><td>Design by Employer</td></tr> <tr> <td colspan="2">PP2B-Open Procedure</td></tr> <tr> <td colspan="2">Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</td></tr> </table>	PP2-Competitive Selection Procedure	Design by Employer	PP2B-Open Procedure		Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.									
PP2-Competitive Selection Procedure	Design by Employer														
PP2B-Open Procedure															
Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.															
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender This is not an EPWP project 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 : 3ME 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 3ME 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 : 3ME or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.														
See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.															

C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.
C.2.12	Alternative tender offer permitted: Yes ☐ No ☒ If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

	The Electrical
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender .
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender .
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender .
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	This is not an EPWP project
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 Health, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents. A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.13	Tender offers will only be accepted if: (a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderer is registered with: i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderer submitted Authority to Sign the tender. (i) the Tenderer submitted Financial standing & other resources of Business Declaration. (j) the Tenderer submitted Equipment Schedules, if applicable. (k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderer submitted Preference Certificate, if applicable. (m) the Tenderer submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderer submitted Declaration of Interest. (o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality' as per Tender Data scheduled requirements Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.
C.3.15	Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderer one copy of the signed contract document and one copy of an unpriced bills of quantities



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

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 F.2 and F.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**.

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.

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 original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender 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 F.3.13, be concluded with the tenderer who in terms of F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1

Option 1

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

F.1.6.3.2

Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

C.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- 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 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.

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 F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities 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 bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - 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 bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- 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.



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Project Manager:	Mr S.C. Cele	Tender no:	ZNB 9630/2021-H

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	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Tender	Yes	
Authority for Consortia or Joint Venture's to Sign Tender	Yes	
Special Resolution of Consortia or Joint Venture's	Yes	
Schedule of Proposed Sub-Contractors	Yes	
Joint Venture Involvement Declaration	Yes	
Capacity of Tenderer	Yes	
Annual Financial Statement for past financial year	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Financial Standing and other resources of Business Declaration	Yes	
Contractor's Safety, Health and Environmental Declaration.	Yes	
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Tender Determination - SBD 9	Yes	
Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1	Yes	
Contract Form - Purchase of Goods/Works - Part 2	Yes	
Functionality Criteria	Yes	
Invitation to Tender - SBD 1	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	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	
Proof of payment of Tender deposit (if purchased)	Yes	
Proof of Paid Municipal Rates and Taxes (Attach)	Yes	
Proof of UIF Registration (Attach)	Yes	
Proof of Registration Number on the Central Suppliers Database	Yes	
Annual Financial Statement for past financial year	Yes	

Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	
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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)	Yes	
Record of Addenda to Tender Documents	Yes	
Particulars of Electrical Contractor	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material	Yes	
Schedule of Imported Materials and Equipment	Yes	
Confirm Receipt of Offer and Acceptance	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Returnable document	
Bill of Quantities	Yes	
Form of Guarantee	Yes	
Declaration of Tenderers Past SCM Practices - SBD 8	Yes	
List of Drawings/Annexure's	Yes	
The National Industrial Participation Programme	Yes	
Required Structure of Contractor's detailed OHSE Plan	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes	
Base line Risk Assessment	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	No	N/A

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	
Financial Standing	Yes	
Experience of the tenderer on similar type of project installation and project value.	Yes	
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project.	Yes	
Safety and Quality Control	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:

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

Tender Number: **ZNB 9630/2021-H**

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:

1. * Delete which is not applicable.
2. 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.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. 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)

T2.7 CAPACITY OF TENDERER			
Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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			
Traded Electrician			
Traded Rigger			
Unskilled Personnel			
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)

[illegible]

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:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

- (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.

This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

- (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 DoH 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.
he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoH the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

(name of person authorized to sign on behalf of the Tenderer)

understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoH, 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 DoH, 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 Health, 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 CERTIFICATE

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all Tenders:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 For this project the 80% preference point system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

(a)	Price points and	80
(b)	Functionality points	70
		150
(c)	B-BBEE Status Level of Contribution	

1.3.1	PRICE	80
1.3.2	SPECIFIC CONTRACT PARTICIPATION GOALS	
1.3.3	1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)	
	(i) Level 1	20
	(ii) Level 2	18
	(iii) Level 3	14
	(iv) Level 4	12
	(v) Level 5	8
	(vi) Level 6	6
	(vii) Level 7	4
	(viii) Level 8	2
	(ix) Non-compliant contributor	0

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The tenderer shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department 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 Department.

2 GENERAL DEFINITIONS

- 2.1 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **"B-BBEE"** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"proof of B-BBEE status level of contributor" means-**
- a) the B-BBEE status level certificate issued by an authorised body or person;
 - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 **"Tender"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive Tendering process or proposals.
- 2.8 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 **"designated group" means**
- a) black designated groups;
 - b) black people;
 - c) women;
 - d) people with disabilities; or
 - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 **"designated sector"** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).

- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2,13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specification set out in the tender documents.
- 2,14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2,15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).
- 2,16 **"Contract"** means the agreement that results from the acceptance of a Tender by an organ of state.
- 2,17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2,18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2,19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
- 2,20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2,22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"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.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of Tender invitations and includes all applicable taxes and excise duties.
- 2,27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2,32 **"rural area" means-**
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

- 2,33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2,34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2,35 **"youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

- P_s = Points scored for cooperative price of Tender under consideration
- P_t = Comparative price of Tender under consideration
- $P_{\min}$ = Comparative price of lowest acceptable Tender

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

- 5.3 Tenderders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 TENDER DECLARATION

- 6.1 Tenderders who claim points in respect of B-BBEE Status Level of Contribution must complete the following.

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.3.1 AND 5.1 ABOVE

7.1 B-BBEE Status Level of Contribution: =
[B-BBEE Status level of Contribution] *[Max of points 10 or 20]*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS)

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? Yes ☐ No ☐

8.1. If yes, indicate:

1

(i) what percentage of the contract will be subcontracted? %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? Yes ☐ No ☐

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 Type of company/firm: *(insert a X in the applicable box)*

Partnership/ Joint Venture/ Consortium	One person business/Sole Proprietor	Close Corporation	Company	(Pty) Ltd
☐	☐	☐	☐	☐

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	Professional service provider	Other service providers,
☐	☐	☐	☐

9.7 Total number of years the company/firm has been in business? _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the 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) restrict the Tenderder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1. _____

2. _____

Date: _____

Address: _____

SIGNATURE(S) OF TenderDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA
Site Inspection Date:		2022/02/25 @ 11h00	

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

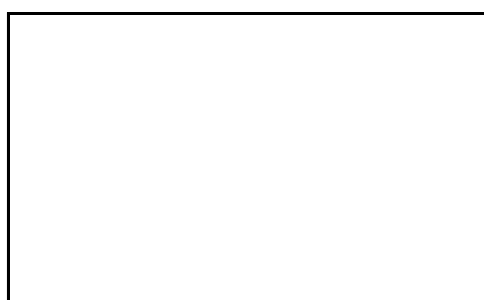
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in 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 DOH 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 DECLARATION OF INTEREST - SBD 4

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

- 1 Any legal person, including persons employed by the state¹, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of the possible allegations of favouritism, should the resulting Tender/quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderder or his/her/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

- 1,1 the Tenderder is employed by the state; and/or
- 1,2 the legal person on whose behalf the quotation/Tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quotation/Tender.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/Tender document.

- 2,1 Full Name of Tenderder or his or her representative: _____
Identity Number: _____
- 2,3 Position occupied in the Company (director, trustee, shareholder²): _____
- 2,4 Registration Number of Company, enterprise, close corporation, partnership agreement or trust: _____
- 2,5 Tax Reference Number: _____
- 2,6 VAT Registration Number: _____
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number, tax reference number and, if applicable, employee / persal number must be indicated in paragraph 3 below.

¹"State" means –

- (a)
- (b)
- (c)
- (d)
- (e)

²"Shareholders" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2,7 Are you or any person connected with the Tenderder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: _____

Name of state institution to which the person is connected: _____

Position occupied in the state institution: _____

Any other particulars:

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

2.7.2.1 If yes, did you attached proof of such authority to the Tender document? YES / NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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

2,8 Did you or your spouse, or any of the company's directors / shareholders / members of their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

2,9 Do you, or any person connected with the Tenderder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quotation/Tender?

2.9.1 If so, furnish particulars: YES / NO

2,10 Are you, or any person connected with the Tenderder, aware of any relationship (family, friend, other) between the Tenderder and any person employed by the state who may be involved with the evaluation and or adjudication of this quotation/Tender? YES / NO

2.10.1 If so, furnish particulars:

2,11 Do you or any of the directors / trustees/ shareholders / members of the company have any interest in any other related companies whether or not they are Tendering for this contract? YES / NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders

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

DECLARATION

I, THE UNDERSIGNED (NAME) : _____
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Tenderer

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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			

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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 Health 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

T2.15 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have:
 - abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system;
 - or failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

Item	Question		
4,1	<i>Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i>	Yes ☐	No ☐
4.1.1	<i>If so, furnish particulars:</i>		
4,2	<i>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i>	Yes ☐	No ☐
	<i>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i>		
4.2.1	<i>If so, furnish particulars:</i>		
4,3	<i>Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i>	Yes ☐	No ☐
4.3.1	<i>If so, furnish particulars:</i>		
4,4	<i>Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i>	Yes ☐	No ☐
4.4.1	<i>If so, furnish particulars:</i>		

5 CERTIFICATION

I the undersigned (*full name*) _____
certify that the information furnished on this declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of authorised representative	Signature	Date	Position

T2.18 Compulsory Enterprise Questionnaire

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 10: SBD9 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:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) 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:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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.
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 PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER
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Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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: ZNB 9630/2021-H

OFFER

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

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

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 recorded
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

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

Tender no.:	ZNB 9630/2021-H	Project Code:	NA
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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:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

ITEM

AMOUNT

1. Preliminaries and General	
2. Construction Cost	
3. Subtotal Excl VAT	
4. VAT @15%	
Total Construction Cost Inclusive of VAT @ 15%	

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

**ATTACH A 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

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
- 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 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION - SBD 9

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

1. This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive Tendering is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

² Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

ZNB 9630/2021-H - KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

(Tender Number and Description)

in response to the invitation for the tender made by:

KZN Department of Health

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of : _____ that :
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the Tenderder to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderder;
 4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderder to determine the terms of, and to sign the Tender, on behalf of the Tenderder;
 5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderder, whether or not affiliated with the Tenderder, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderder and/or is in the same line of business as the Tenderder
 6. The Tenderder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
 9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderder, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Tenderder

T2.27 - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Bid no:	ZNB 9630/2021-H	Project Code:	NA

ATTACH A 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

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

ATTACH A 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

T2.29 - PROOF OF PAYMENT OF Tender DEPOSIT

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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

T2.30 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: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNB 9630/2021-H at the price/s
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 Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Tenderer's past SCM practices;
 - Certificate of Independent Tender Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

Witnesses:

1. _____

2. _____

Date: _____

T2.31 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 ZNB 9630/2021-H 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.

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: _____

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT
Tender no:	ZNB 9630/2021-H
Project Code:	NA

Refer to attached Health and Safety specification.

T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2

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

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

1. General Conditions

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

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

Where;

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

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

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

- 1.6. A Tender may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the Tender documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the services, works or goods offered have any imported content?

Yes		No	
-----	--	----	--

(Tick applicable box)

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY

IN RESPECT OF TENDER NO.

ZNB 9630/2021-H

ISSUED BY:

(Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Tenderders should first complete Declaration D. After completing Declaration D, Tenderders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Tenderders for verification purposes for a period of at least 5 years. The successful Tenderder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of Tenderder entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011;
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE:	_____	DATE:	_____
WITNESS No. 1	_____	DATE:	_____
WITNESS No. 2	_____	DATE:	_____

T2.36 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, is 70 points.

TENDER EVALUATION CRITERIA AND SCORING

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	Financial Standing	Letter from the bank confirming a working capital of at least 25% of the project value in value and Bank rating of either Codes A or B or C.	20 Points	20	Sub-points	Proof of working capital of greater than or equal to 25% of project value and Bank rating Code A or B or C.
				0	Sub-points	Working capital of less than 25% of project value or Codes less than A,B or C
2.	Experience of the tenderer on similar type of project installation and project value.	-Schedule of similar projects delivered - Letter of Award - Completion Certificates - signed by the Institution Client/Engineer /Principal Agent indicating successful completion for each project	30 Points	30	Sub-points	Four (4) projects in the past 5 years or less, award letter submitted and completion certificates submitted
				20	Sub-points	Three (3) projects in the past 5 years or less, award letter submitted and completion certificates submitted
				10	Sub-points	Two (2) projects in the past 5 years or less, award letter submitted and completion certificates submitted
				0	Sub-points	No information or less than two projects delivered
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project.	Submission of a project-specific organogram, indicating the individual's role & capacity specific to this project, whether management / technical staff. Tenderer to include the following information to reflect the information provided in the organogram: - All names and surnames provided, all roles & capacity clearly outlined and CVs for all of them	30 Points	30	Sub-points	Minimum Key project resources: Pr.Eng Mechanical Engineer = 15, Project manager = 5, Safety practitioner = 5, Actively registered Category B SAQCC Technician = 5, NB: each resource to be accompanied by CV and registration certificate. NB: Pr. Engineer and SAQCC registered technician must demonstrate experience in HVAC projects else should be marked zero points
				0	Sub-points	No submission.
4.	Safety and Quality Control	Tenderer to submit project specific quality control and OHS management methodology: - Tenderer to produce high level commissioning procedure showing what will be tested during commissioning and how will the system be	20 Points	15	Sub-points	Commissioning procedure showing new system pre-commissioning and final commissioning procedure indicating what parameters, safeties, system interlocks etc will be tested during commissioning.
				5	Sub-points	Full OHS plan showing compliance and reporting requirements
				0	Sub-points	No commissioning or safety plan

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

PART A
INVITATION TO TENDER - SBD 1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF HEALTH

TENDER NUMBER:	ZNB 9630/2021-H	CLOSING DATE:	44630	CLOSING TIME:	11:00
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DESCRIPTION	
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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					

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		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 TenderDING - SBD 1				
1. Tender SUBMISSION:				
1.1. TenderS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TenderS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2. ALL TenderS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE				
1.3. TenderDERS 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 TenderDING INSTITUTION.				
1.4. WHERE A TenderDER 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 TenderDING INSTITUTION.				
1.5. THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
2. TAX COMPLIANCE REQUIREMENTS				
2.1 TenderDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 TenderDERS 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.				
<u>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.</u>				
2.4 TenderDERS 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 TenderDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
3. QUESTIONNAIRE TO TenderDING FOREIGN SUPPLIERS				
3.1. IS THE TenderDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TenderDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TenderDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TenderDER 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.				



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

THE CONTRACT



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

C1 - AGREEMENT AND CONTRACT DATA



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNB 9630/2021-H



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

C.1.1 - FORM OF OFFER AND ACCEPTANCE

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

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



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:	
CONTRACT DATA FOR: KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT	
Tender no:	ZNB 9630/2021-H
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za .
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u>. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.
PRE-TENDER INFORMATION	
CONTRACTING AND OTHER PARTIES	
[1.1.1.15]	Employer: Head: Department of Health (KZN Department of Health: Province of KwaZulu-Natal) Postal address: Pietermaritzburg 3200 Tel: Not Applicable Fax: 033 - 940 2514
[1.2.1.2]	Physical address: 310 Jabu Ndlovu Street Pietermaritzburg 3200

Tender no:	ZNB 9630/2021-H
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 Priced Bill of Quantity 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
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days
Non-Working days	
[5.8.1]	Non-Working days None. All days of the week are working days. Special non- working days All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences 16-Dec-21 ends on 07-Jan-22 Second Year end break - commences 16-Dec-22 ends on 09-Jan-23 Third Year end break - commences N/A ends on N/A Fourth Year end break - commences N/A ends on N/A
Engineer/Principal Agent to consult with Employer	
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.
Security	
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option
Commencement Date	
Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.	
<i>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document , including the Schedule of Deviations (if any)</i> <i>The agreement ("this document") consists of;</i> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above. (See Form of Offer and Acceptance)	
[5.3.1]	The contractor shall commence executing the Works within 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 <u>by</u> 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 <u>to</u> the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply 2) Lateral support insurance to be effected by the contractor: <table border="1"> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> </table> 3) Payment will be made for materials and goods <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table> 4) Dispute resolution by litigation <table border="1"> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> </table> 5) Extended defects liability period applicable to the following elements: <table border="1"> <tr> <td>Electrical, Mechanical and Civil work</td> </tr> </table>	Yes	No	X	Yes	X	No	Yes	No	X	Electrical, Mechanical and Civil work
Yes	No	X									
Yes	X	No									
Yes	No	X									
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: R10 million										
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 15,00%										
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.										
[5.5.1]	For the works as a whole: The whole of the works shall be completed within: 6 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).										
[5.13.1]	The date for practical completion shall be To be determined										
[5.13.1]	The penalty per calendar day shall be : 0.04% of the Contract Price, rounded to the nearest R10										
[5.5.1]	For the works in sections:										
[5.13.1]	The date for practical completion from the commencement date and the penalty per calendar day:										
[5.5.1]	Portion 1:										
[5.13.1]	N/A										
[5.5.1]	Portion 2:										
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10										
[5.5.1]	Portion 3:										
[5.13.1]	N/A										
[5.5.1]	Portion 4:										
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10										
[5.5.1]	Portion 5:										
[5.13.1]	N/A										
[5.5.1]	Portion 6:										
[5.13.1]	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."										
[6.8.3]	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] [10.5.3] [10.9.1]	The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: One Replace the last part of the clause with the following: <i>"..on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."</i>
	CPAP is not applicable, the contract sum will not 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. Alternative Indices: Not Applicable Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	Clause [1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
	[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer) [1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
	[4.4.1] Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</i> [6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS". [6.10.6.2] Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>" only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i>

	SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: "5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia; 5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent. 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works." 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."																																					
[5.12.3]																																						
[5.14.5.1] [5.16.4]																																						
[6.2.3]	Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance																																					
[9.3.2.2]	Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."																																					
	Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as																																					
	(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																																					
	(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer .																																					
	(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.																																					
	(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer , together with the Engineer's recommendations, to the Employer for determination.																																					
	(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer , to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the																																					
	MANAGING PROJECT DURATION																																					
	(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.																																					
	(b) Activity-and total float shall belong to the Employer.																																					
	(c) The Contractor shall deliver his programme of 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:																																					
	<table><tr><th colspan="2" rowspan="2">Description</th><th colspan="5">Months</th><th rowspan="2">Total</th></tr><tr><th>Sept</th><th>Oct</th><th>Nov</th><th>Dec</th><th>Jan</th></tr><tr><th></th><th></th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th></tr><tr><td>Programmed</td><td>Rain days</td><td>0</td><td>30</td><td>30</td><td>15</td><td>15</td><td>90</td></tr><tr><td>Actual</td><td>Rain days</td><td>16</td><td>22</td><td>35</td><td>15</td><td>18</td><td>106</td></tr></table>	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
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																															

	8 hrs/day*	Difference	-16	8	-5	0	-3	-16	
		Estimated Extension of time - in working days							2
		See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.							

Tender no:	ZNB 9630/2021-H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:					
POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor . The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor .							
1 CONTRACT DETAILS							
[1.1.1.9]	Contractor Name:						
[1.2.1.2]	Postal address:						
							
							
	Tel no	Fax no					
	Tax / VAT Registration No:	e-mail					
	Physical address:						
							
[1.1.1.10]	The accepted contract price inclusive of tax is R :						
	[Amount in words]						
Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)							
	The preliminaries amounts shall be paid in terms of:	<table border="1"> <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						
<i>* 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.</i> <i>** 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.</i>							
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; 0% of the amount shall not be varied 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.						
Alternative B	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						
	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 Bills of Quantities:

Yes

No

Lump Sum document: :

Yes

No

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable

YES or NO

2.3 DRAWINGS

YES or NO

See list of drawings/Annexure's attached to this document.

YES or NO

2.4 DESIGN PROCEDURES

YES or NO

Not applicable

Contract drawings:

Yes

No

Other documents:

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 contract value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option

(i) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) 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)

3 SIGNATURES OF THE CONTRACTING PARTIES	
Thus done and signed at.....onof.....20.....	
Name of signatory	for and behalf of the Employer who by signature hereof
Capacity of signatory	as Witness.
Thus done and signed at.....onof.....20.....	
Name of signatory	for and behalf of the Contractor who by signature hereof
Capacity of signatory	as Witness.



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

C1.3 - FORM OF GUARANTEE

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

Head: Department of Health
KZN Department of Health:
Private Bag X 9051
Pietermaritzburg
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNB 9630/2021-H

Project Code NA

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

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

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER
REPLACEMENT PROJECT**

"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)



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS

GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA

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. 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	The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.
4	PROVISIONAL ITEMS All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.

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

10	BROAD BASED BLACK ECONOMIC EMPOWERMENT 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.				
11	REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the 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="172 1368 1538 1532"> <tr> <td data-bbox="172 1368 692 1442">Name of Supplier</td><td data-bbox="692 1368 1538 1442"></td></tr> <tr> <td data-bbox="172 1442 692 1532">Central Supplier Database (CSD) Supplier Number:</td><td data-bbox="692 1442 1538 1532"></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.	
	Security PIN Number	
	Company / Entity Tax Reference Number	
13	BILLS OF QUANTITIES/LUMP SUM DOCUMENT	
	The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.	
14	VALUE ADDED TAX	
	The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.	
15	FIXED PRICE CONTRACT	
	Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions: Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.	



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

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

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

C2 .2 PRELIMINARY AND GENERAL

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

	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

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

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
SECTION C: SCOPE OF WORK in accordance with SANS 10403 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			

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		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
	SECTION E: SPECIFIC PRELIMINARIES <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>				
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

	SECTION E: SPECIFIC PRELIMINARIES	UNIT	QUANTITY	RATE	AMOUNT
E4	SITE INSTRUCTIONS Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... <i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item			
E8	SECTIONAL COMPLETION When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item			
E9	LOCAL LABOUR It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.				

	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E10	IMPORT PERMITS AND DUTIES The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration. Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989. F:..... V:..... T:.....	Item			
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP) Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of 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. F:..... V:..... T:.....	Item			
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS E12.1 a Employment Targets The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created = [Contractor to fill in an estimated number] F:..... V:..... T:..... E12.1 b Employment requirements Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program; 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<u>E12.1 c Labour rate and payment intervals</u> 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:..... 12.2 LABOUR INTENSIVE CONSTRUCTION METHOD <u>E12.2 a Labour Intensive Construction (LIC) method</u> 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:..... <u>E12.2 b Labour Intensive Construction Method</u> 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:..... 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:..... 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			
		Item			
		Item			
		Item			
		Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	E12.4 EPWP REPORTING as per EPWP DATA FORM At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA F:..... V:..... T:..... E12.5 EPWP PROMOTION <u>12.5.1 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. F:..... V:..... T:..... <u>12.5.2 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 F:..... V:..... T:..... E12.6 COMMUNITY LIAISON OFFICER (CLO) <u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u> In addition to the requirements of Clause E9, contained in this document; 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.	Item			
		Item			
		Item			

	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				
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		UNIT	QUANTITY	RATE	AMOUNT
	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:..... 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:..... 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: <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. F:..... V:..... T:.....	Item			
		Item			
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		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. F:..... V:..... T:..... <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. F:..... V:..... T:..... <u>E12.9 EPWP CONTRACT FOR LABOUR</u> 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				
	Item				

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		UNIT	QUANTITY	RATE	AMOUNT
	E12.10 EPWP SCOPE of WORK Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor. Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows; i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc. iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc. F:..... V:..... T:..... Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements. <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. F:..... V:..... T:.....	Item			
		Item			

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		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a) F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b) F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment .) F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			

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		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used. F:..... V:..... T:.....	Item			
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders. F:..... V:..... T:.....	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings. F:..... V:..... T:.....	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work. F:..... V:..... T:.....	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes. F:..... V:..... T:.....	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account. F:..... V:..... T:.....	Item			
E24	ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority. F:..... V:..... T:.....	Item			

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		UNIT	QUANTITY	RATE	AMOUNT
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works. F:..... V:..... T:.....	Item			
E26	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
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<u>SECTION 1</u>			
<u>SUMMARY – PRELIMINARY & GENERAL</u>			
<u>Collection</u>	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	



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART C2.3 BILL OF QUANTITIES

Mahatma Gandhi Memorial Hospital					
MECHANICAL BILL OF QUANTITY					
No.	Description	Unit	Qty	Rate	Amount
1.	PRELIMINARY AND GENERAL				
1.1	P&G's	Item	1		
2.	ALTERATIONS				
2.1	Disassembling and removal of existing chiller	No	1		
	<i>NB: No disposal may be charged, equipment to remain on site</i>				
3.	TECHNICAL WORKS				
3.1	Supply and install replacement chiller, to match existing	No	1		
3.2	Supply and install associated controls necessary to interface with existing system and provide functional design	Item	1		
3.3	Commissioning of System	Item	1		
3.4	Provide two sets of operating and maintenance manuals	No	4		
3.5	Provide certification of compliance (electrical)	No	1		
3.6	Provide certification of conformity (mechanical)	No	1		
3.7	Allow for Three (3) minor service	No	6		
3.8	Allow for one (1) major service	No	2		
3.9	Allow for replacement of power isolator (IR & IP test condition report)	Item	1		
3.10	Allow for replacement of power cable (IR & IP test condition report)	Item	1		
3.11	Allow for professional mechanical engineer for system interface and commissioning	No	1		
	Sub-Total				R
	VAT				R
	Total				R



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT		
Tender no:	ZNB 9630/2021-H	Project Code:	NA
1	<u>SECTION 1</u> <u>EXTENT OF THE WORKS</u> 1.1 EMPLOYERS OBJECTIVES • Install reliable HVAC plant at the P-Block building • Reinststate quality and uninterrupted health service delivery 1.2 OVERVIEW OF THE WORKS The current existing chiller due for replacement is 30RB0522—0615-PEE—and shall be replaced for an equivalent capacity. The air-cooled water chiller shall be a standard, factory assembled type, pre-wired and factory charged with refrigerant and oil and refrigerant leak tested. The works shall expect no building works as 1.3 EXTENT OF THE WORKS The works calls for the replacement of the current out of service chiller in Rk Khan Hospital and shall include stripping and removal of the out of service works, supply and installation of the new works and commissioning and 12 months post works installation preventative maintenance and attend to any emergencies resulting from 1.4 LOCATION OF THE WORKS • Street address (or directions): 336 RK Khan Circle , WestCliff, Chatsworth, Durban • Postal address: P/Bag X004,Chatsworth 4030 • Telephone number: +27 (0) 31 459 6000 1.5 TEMPORARY WORKS Where temporal works may be required to be conducted by the contractor, all the temporary work must comply with the Occupational Health and safety Act (Act 85 of 1993), as amended and must be approved by the Department of Health, Head Office engineers.		
2	<u>ENGINEERING</u> 2.1 EMPLOYER'S DESIGN The specification is attached in Annexure 2 2.2 DESIGN BRIEF Embedded in the design specification. Proposed design shall be approved and accepted by the project leader (Department Engineer). 2.3 DRAWINGS		

	To be provided by the appointed contractor prior to manufacturing/ordering.
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2.4	DESIGN PROCEDURES ECSA Guided. Comply with all relevant SANS and acceptable mechanical engineering design and installation principles.
3	<u>PROCUREMENT</u>
3.1	PREFERENTIAL PROCUREMENT PROCEDURES This tender will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. 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 Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

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

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

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS 1. AHRI 550/590 – Water Chilling Packages Using the Vapor Compression Cycle												
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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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												
4.4	CERTIFICATION BY RECOGNIZED BODIES Only contractors registered with the South African Refrigeration & Air-conditioning Contractors Association (SARACCA) with artisans holding a SAQCC Gas registration Category B in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract. Design integration and commissioning shall be monitored, managed and signed off by contractors Pr. Eng (Pr. Tech)												
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 SANS 204 SANS 1238												
5.2	RECORDING OF WEATHER The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.												

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

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

5.3 MANAGEMENT MEETINGS

Site meetings shall be held with facility management and update provided to the Head: Health Office or to his designee. This meeting shall be to coordinate and plan works as well as discuss any potential problems that may obstruct project delivery and healthcare service delivery during construction.

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

All daily activities together with quality control and risk register must be logged during construction and presented to the Department every end of the week.

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: - Electrical Compliance Certificate - Lightning Certificate - Concrete strength certificates - Electrical and Mechanical test certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
Clause Numbers 5.11	INSURANCE PROVIDED BY THE EMPLOYER Not Applicable <u>SECTION 2</u> <u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u> 4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are: Signed off as-built drawings. 4.2.1 The responsibility strategy assigned to the Contractor for the works is: Strategy A 4.2.2 The structural engineer is: Not applicable 4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme Not applicable 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: 0
4.12.2	Fabrication drawings that the contractor is to provide to the employer are: None
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 N/A TELEPHONE N/A OFFICE FOR INSPECTOR OF WORKS N/A TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS N/A

	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 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]



KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

PART C4. SITE INFORMATION

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

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

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

KZN Province: RK KHAN HOSPITAL P-BLOCK CHILLER REPLACEMENT PROJECT

Site:

RK KHAN HOSPITAL

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