

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**

**NEC3 CONTRACT: ECSC**  
**16B – Delivery & Maintenance of Infrastructure**  
Template Version 3.03 – June 2020

**TENDER No** : **WCGHIC0007/2025**  
**PROJECT TITLE** : **Red Cross Hospital - Chiller Replacement**  
**TENDER CLOSING** : **6 February 2026 at 11h00**

<b>SUPPLY CHAIN ADMINISTRATION:</b>		<b>EMPLOYER'S AGENT (REPRESENTATIVE):</b>	
<b>DEPARTMENT OF HEALTH AND WELLNESS: HEAD OFFICE</b>		<b>Kimesh Chauhan</b>	
<b><u>PHYSICAL ADDRESS</u></b>	<b><u>POSTAL ADDRESS</u></b>	<b><u>PHYSICAL ADDRESS</u></b>	<b><u>POSTAL ADDRESS</u></b>
22nd Floor 4 Dorp Street Cape Town 8001 Contact: Aniswa Mfana / Nico Rudolf Phone: 067 215 5521 / 061 049 7038 Email: Aniswa.Mfana@westerncape.gov.za Nico.Rudolf@westerncape.gov.za	same as physical	Engineering & Technical Support Red Cross Children's Hospital 48 Klipfontein Road Rondebosch 7700 Contact: Kimesh Chauhan Phone: 021 658 5416 / 073 942 0552 Email: Kimesh.Chauhan@westerncape.gov.za	same as physical

**NOTE:**

Before or on the closing of the tender, all returnable documents as listed on page 10 in this document, including the Form of Offer C1.1 on page 37 must be completed in full and signed, and the entire original document, from page 1 through 87, must be submitted. Non-compliance will render your tender invalid.

Company name as registered: .....

CIDB number and Grading: .....

Name of Tenderer: .....

Contact Number: .....

Email Address: .....

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
Red Cross Hospital - Chiller Replacement

**IMPORTANT NOTICE:** Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

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**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## **T1.1 Tender notice and invitation to tender**

The DEPARTMENT OF HEALTH: ENGINEERING AND TECHNICAL SUPPORT, WESTERN CAPE GOVERNMENT, invites tenders for Tender No. **WCGHIC0007/2025 Red Cross Hospital - Chiller Replacement**

It is estimated that tenderers should have a CIDB contractor grading designation of **3ME** or higher. Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

**Tender documents will be distributed at the compulsory site/clarification meeting.**

Queries relating to the technical specification of these documents may be addressed to:

Name : Kimesh Chauhan  
 Phone : 021 658 5416 / 073 942 0552  
 E-mail : Kimesh.Chaughan@westerncape.gov.za

The closing time for receipt of tenders is **6 February 2026 at 11h00**.

**Telegraphic, telephonic, telex, facsimile, e-mail, copied and late tenders will not be accepted**

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

The compulsory site/clarification meeting with representatives of the *Employer* will take place at:

Location: Red Cross Hospital - Engineering Workshop  
 Date: 12 December 2025  
 Starting Time: 10:00

### **WESTERN CAPE SUPPLIER EVIDENCE BANK REGISTRATION**

As of **1 October 2019**, the Provincial Government of the Western Cape will ONLY contract with businesses duly registered on the Western Cape Supplier Evidence Bank.

**All prospective** Service Providers are invited to register as a supplier on the Western Cape Supplier Evidence Bank. Enquiries regarding the registration process may be referred to Provincial Treasury at the **Western Cape Supplier Helpdesk on 021 833 5361/ wcseb@westerncape.gov.za**.

All Service Providers who are **currently** registered on the Evidence Bank are also invited to **update** their status by contacting the **Western Cape Supplier Helpdesk on 021 833 5361/ wcseb@westerncape.gov.za**.

From **1 September 2015** prospective suppliers will be able to self-register on the **CSD** website **www.csd.gov.za**. Suppliers will only be required to register once when they do business with government. Contact **National Treasury for further clarity on the process at csd@treasury.gov.za or 012 406 9222**. Should service providers require assistance with the registration process it may visit the Central Supplier Helpdesk at Golden Acre, 12th Floor, Cape Town.

# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

## **T1.2 Tender Data**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement 2019 and the erratum notices issued thereafter (see [www.cidb.org.za](http://www.cidb.org.za)).

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 in the Standard Conditions of Tender to which it mainly applies.

**The additional Conditions of Tender are:**

**Clause  
Number**

**Tender Data**

**F.1**

**General**

F.1.1

The *Employer* is THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT.

F.1.2

Tender Documents

The Tender Document (this document), issued by the *Employer* and comprising the following parts:

#### **Part T: The Tender**

##### **Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

##### **Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

#### **Part C: The Contract**

##### **Part C1: Agreement and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Contract Data Part One: Data provided by the *Employer*

Contract Data Part Two: Data provided by the *Contractor*

C1.3 Proforma Performance Bond

##### **Part C2: Pricing Data**

C2.1 Pricing assumptions & instructions

C2.2 Pricing schedule

##### **Part C3: Scope of Work**

##### **Part C4: Site information**

#### **Appendix: Drawings, schematics & annexures**

This tender document contains the "Returnable Documents" which must be completed and signed, in terms of submitting a tender offer.

F.1.4

The *Employer's* Agent is:

Name: **Kimesh Chauhan**

Address: Engineering & Technical Support

Red Cross Children's Hospital

48 Klipfontein Road

Rondebosch 7700

Phone: 021 658 5416 / 073 942 0552

Email: **Kimesh.Chauhan@westerncape.gov.za**

**F.2 Tenderer's obligations**

F.2.1 Only those tenderers who are registered with the CIDB and who satisfy the grading requirement of a CIDB grading of a **3ME** or higher, as calculated in terms of the CIDB regulations, are eligible to have their tenders evaluated.

F.2.7 The arrangements for a compulsory site/clarification meeting are:  
A compulsory site/clarification meeting with representatives of the Employer will take place at:

**Location: Red Cross Hospital – Engineering Workshop**

**Date: 12 December 2025**

**Starting Time: 10:00**

**THE FOLLOWING CONDITIONS APPLY:**

- (a) Failure to attend the meeting will automatically disqualify the tenderer.
- (b) After official start of the meeting by the chairperson, late arrivals will as a general rule not be allowed into the meeting. However, the chairperson may, at his sole discretion, delay the official start of the meeting or decide to allow late arrivals into the meeting if he deems this to be appropriate in terms of prevailing circumstances at the time (e.g. traffic congestion, ineffective venue directions, etc), and if deemed to be in the interest of the *Employer*.
- (c) Tenderers must complete and sign the meeting attendance register. Failure to complete and sign the attendance register will disqualify the tenderer.
- (d) Tenderers must complete and sign the clarification meeting certificate (returnable Schedule 7 on page 34 in this document, copies of which will be made available at the meeting to tenderers who are not in possession of a tender document). The clarification meeting certificate must be counter-signed by a designated representative of the *Employer* at the time of the meeting, who will be identified at the meeting. Failure to include a duly completed, signed and counter-signed clarification meeting certificate in the tender submission, will disqualify the tender.
- (e) Addenda may be issued to all whom collected tender documents.
- (f) Tenderers must be represented by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.7.1 Written, and verbal instructions given to tenderers at the clarification meeting and which are recorded in the *Employer's Agent's* minutes of the meeting, form part of the Conditions of Tender. Failure to comply with such instructions will disqualify the tender.

F.2.10.5 All rates and prices/amounts offered by the tenderer must be physically written into the pricing schedule of this tender document, completed in full and signed. Failure to list rates and amounts will disqualify the tender. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the pricing schedule will not be accepted for this tender.

F.2.11 **PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.** Alterations/corrections to inserted information may only be performed as follows:

- (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction.**
- (b) In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.
- (c) In the case of no access to a digital document, use masking fluid or erasure to remove/conceal all input information on the page and make a new blank copy of the page. Enter the information on the reprinted page and substitute in the document.

**Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.**

F.2.12 No alternative tender offers will be considered.

F.2.13.2 **PLEASE NOTE: The complete tender document comprising pages 1 through 86 including ALL returnable documents, must be returned to the Employer when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender.** Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.

F.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated

by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

- F.2.13.5 Seal the original tender offer and state on the outside, the *Employer's* address and identification details to be shown on the tender offer package, and deliver to the Tender Box below

**Tender box:** Marked DEPARTMENT OF HEALTH AND WELLNESS

**Location of tender box:** Foyer on Ground Floor main entrance of the Western Cape Government Building

**Physical address:** 4 Dorp Street, Cape Town

Adjacent to the Cape High Court, Junction of Dorp and Keerom Streets, Cape Town

**Identification details:** DEPARTMENT OF HEALTH AND WELLNESS

4 Dorp Street, Cape Town

Tender reference number, Title of Tender, Tenderer name and contact address of tenderer

- F.2.13.6 A two-envelope procedure will not be followed.

- F.2.14 When requested by the Employer's Agent, the *Employer* requires tenderers to return a fully priced Price List with the tender submission. ALL ITEMS in the Price List must be priced, subject to the following:

- a) Where pricing for any item is intentionally included in the rate or Price of another item, this must in every instance be clearly indicated so by the tenderer and cross-referenced to the item in question in the Price List. **Tenders showing a pattern of unpriced items without due reference to where the omitted Prices are included in other items in the Price List, will be disqualified.**
- b) **Summarising parts or sections of the Price List into single lump sums or rates without providing the breakdown of pricing of items as per the Price List, is not acceptable and will disqualify the tender.**
- c) Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to error on the part of the tenderer, that item will be treated as covered by other Prices or rates in the Price List.

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers will not be accepted.

- F.2.16 The tender offer validity period is approximately **90 days** after tender closing, expiring on **7 May 2026**. The *Employer* reserves the right to extend the validity period for any additional period if deemed in the interest of the *Employer*.

### **F.3 The *Employer's* undertakings**

- F.3.4.1 The time and location for closing of the tender offers is:

Time: **6 February 2026 at 11h00**

Location: Tender must be received at the Tender Box, as described in F.2.13.5 above.

### **F.3.8 Test for responsiveness: Tenders will be considered non-responsive if:**

- the tender is not in compliance with specifications;
- the tenderer has not fully completed and signed where required, and submitted both the tender document and returnable documents as listed in Part T2 of this tender document within seven (7) days by the time stipulated;
- the tenderer has failed to clarify unit rates and lump sums in the tender document or failed to submit any supporting documentation requested within seven (7) days of being requested to do so in writing by the time stipulated.

- F.3.9.2 Arithmetical errors and discrepancies:

- If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern.
- If a pricing schedule in the form of a bill of quantities, a price list, activity schedule or other format applies, the employer shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner:
  - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
  - If there is an error in the line item 'total' resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected.
  - Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected;
  - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a pricing schedule applies) to achieve the tendered total of the prices.
  - Tenderers shall be notified by the *Employer* of corrections made in accordance with F.3.9.2.

F.3.11 The procedure for the evaluation of responsive tenders is **Method 1 (Price and Preference)**

Price will be scored using the Formula  $P_s = 80(1 - ((P_t - P_{min})/P_{min}))$  where:

1.  $P_s$  is the number of points scored for comparative price of tender under consideration;
2.  $P_{min}$  is the comparative price of the lowest acceptable tender offer;
3.  $P_t$  is the comparative price of tender offer under consideration.

Preference will be scored as follows:

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.

All responsive tender offers are subject to a comprehensive risk assessment in terms of:

1. Financial viability and sustainability;
2. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules;
3. Past projects completed for The Department of Health.

The *Employer* reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the *Employer* in terms of one or both of the risk assessment criteria above, will be rejected.

F.3.13.1 **Tender offers will only be considered if:**

1. The tenderer has attended the compulsory site meeting and completed the attendance register;
2. the tenderer is registered on the Western Cape Supplier Evidence Bank (WCSEB) and his registration is not suspended by close of tender;
3. the tenderer is registered on the Central Supplier Database (CSD) and the tenderer is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance by close of tender;
4. the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (if applicable), as stated in this Tender Data by close of tender;
5. the tenderer submits **this complete tender document from page 1 to page 85 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data when requested to do so by the *Employer's Agent* within the stipulated time;**
6. 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 of 2004 as a person prohibited from doing business with the public sector;
7. the tenderer has not:
  - abused the *Employer's* Supply Chain Management System, evidence of which can be clearly demonstrated by the *Employer*;
  - failed to complete any previous contract due to the tenderer's own fault for any organ of state within the last 2 years;
  - submitted more than one offer (including participation in joint venture arrangements with others), and
8. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the *Employer* or potentially compromise the tender process.



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**Red Cross Hospital - Chiller Replacement**

<b>Part T2: Returnable documents</b>	
T2.1 List of returnable documents	<b>Page 10</b>
T2.2 Returnable schedules	<b>Page 11</b>

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## **T2.1 List of returnable documents**

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

### **1. Returnable schedules required for tender evaluation and contracting purposes**

<b>Schedule No</b>	<b>Schedule Description &amp; Location</b>		<b>Check</b>
	<b>Tender Schedules:</b>		
1	Tendering entity and authority of signatory	Page 12	<input type="checkbox"/>
2	Compulsory Enterprise Questionnaire	Page 18	<input type="checkbox"/>
3	WCBD 6.1(a): Preference Certificate (80:20)	Page 21	<input type="checkbox"/>
4	WCBD4: Declaration of interest	Page 26	<input type="checkbox"/>
5	Addenda / Notices issued to tenderers	Page 31	<input type="checkbox"/>
6	Schedule of work experience	Page 32	<input type="checkbox"/>
7	Clarification meeting certificate	Page 34	<input type="checkbox"/>
	<b>Contract Schedules:</b>		
8	C1.1 Form of Offer and Acceptance	Page 37	<input type="checkbox"/>
9	C1.2 Contract Data Part Two: Data provided by the <i>Contractor</i>	Page 44	<input type="checkbox"/>
10	Pricing Summary	Page 51	<input type="checkbox"/>
11	Price List	Page 52	<input type="checkbox"/>
12	Works Information required from <i>Contractor</i>	Page 78	<input type="checkbox"/>
13	Amendments by <i>Contractor</i>	Page 79	<input type="checkbox"/>
14	<i>Contractor's</i> Equipment schedule	Page 80	<input type="checkbox"/>
15	<i>Contractor's</i> schedule of subcontractors	Page 81	<input type="checkbox"/>
16	<i>Contractor's</i> proposed work programme	Page 82	<input type="checkbox"/>
17	<i>Contractor's</i> health & safety plan	Page 83	<input type="checkbox"/>

### **2. Returnable Documents to be submitted with tender**

<b>Document</b>	<b>Check</b>
1. Valid B-BBEE Status Level Verification Certificate of main Contractor, or a sworn affidavit;	<input type="checkbox"/>
2. Valid proof of registration as a Supplier on the Central Supplier Database (CSD), including details of successful bank verification and tax compliance.	<input type="checkbox"/>
3. Valid proof of registration as a contractor with the Construction Industry Development Board (CIDB), the minimum grading of which is specified in the Tender Data (3ME);	<input type="checkbox"/>
4. A valid Letter of Good standing from the Department of Labour (Compensation Commissioner) for COIDA, where the nature of business listed on the document must be related to the scope of works in this document;	<input type="checkbox"/>
5. Printout or screenshot from SAQCC website, or copy of the SAQCC Authorized Practitioner Card of a Category <b>B6</b> Practitioner, authorized to install and maintain refrigeration systems, who is within the employment of the Tendering company and registered in the company's name.	<input type="checkbox"/>
6. A valid Letter of Good Standing from the chiller supplier.	<input type="checkbox"/>

# WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS

## Red Cross Hospital - Chiller Replacement

### **T2.2 Returnable schedules**

#### **Important information for completing returnable schedules**

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes by the date and time stipulated by the *Employer's Agent*. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
  - i. Tender Schedules
  - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

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**SCHEDULE 1: Tendering entity and authority of signatory**

The purpose of this Schedule is to obtain the necessary information about the tendering entity, and to establish authority of the signatory to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the tendering entity.

**INSTRUCTIONS FOR COMPLETING SCHEDULE 1:**

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a sole proprietor, trust, partnership, company or close corporation, complete both this page and Section 1 of this Schedule, and clearly mark Section 2 (both 2.1 and 2.2) as "Not Applicable".
- If the tendering entity is a consortium or joint venture, then complete both this page and Section 2 (both 2.1 and 2.2) of this Schedule, and clearly mark Section 1 as "Not Applicable".
- The contact details below must be the officially designated contact addresses which will be used by the *Employer* for any and all communication in regard to this tender, and if the tender is awarded, also during the execution of the contract.

**THE TENDERING ENTITY IS:** (\*Circle the applicable option)

\*A Sole Proprietor / Partnership / Trust / Company / Close Corporation / Consortium / Joint Venture.

**NAME OF THE TENDERING ENTITY:**

.....  
 (Legally correct full name of the tendering entity)

**CONTACT DETAILS:**

Physical Address: .....

.....

.....

..... (Postal Code)

Telephone number: .....

Mobile number: .....

Email address: .....

Schedule 1 continues with Section 1 on the next page.

**Section 1: Resolution of board of \*Trustees/Directors/Members/Partners**

Notes:

1. \*Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

**RESOLUTION** by the \*Proprietor/Board of \*Trustees/Directors/Members/Partners of:.....  
(Legally correct full name and registration number, if applicable, of the tendering entity)Taken at ..... On .....  
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

**RESOLVED that:**

1. The entity submits a tender to the Department of Transport and Public Works in respect of Tender No: **WCGHIC0007/2025: Red Cross Hospital - Chiller Replacement**
2. \*Mr/Mrs/Ms: .....

in \*his/her capacity as: .....  
(Position in the entity)

and who will sign as follows:

<b>AUTHORISED SIGNATURE OF TENDERER</b>

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

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

**Section 2.1: Resolution to enter into Consortium / Joint Venture**

Notes:

1. \*Delete which is not applicable
2. A separate copy of this Section 2.1 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

**RESOLUTION** by the \*Proprietor/Board of \*Trustees/Directors/Members/Partners of:

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

Taken at ..... On .....  
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

**RESOLVED that:**

1. The entity submits a tender, in consortium/joint venture with the following entities to the Department of Transport and Public Works in respect of Tender **E24-2642: Red Cross Hospital - Chiller Replacement**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

2. \*Mr/Mrs/Ms: .....

in \*his/her capacity as: .....  
(Position in the entity)

and who will sign as follows:

<b>AUTHORISED SIGNATURE</b>

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

- 3. The entity accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender under item 1 above.
- 4. The entity chooses as its domicilium citandi et executandi for all purposes arising from this consortium/joint venture agreement and the contract with the Department in respect of the tender under item 1 above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

**Section 2.2: Resolution to tender as Consortium / Joint Venture**

Notes:

1. IMPORTANT. This resolution must be signed by ALL the representatives of the tendering consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **E24-2642 Red Cross Hospital - Chiller Replacement**

	<b>Full legally correct name of entity</b>	<b>Registration No (if applicable)</b>
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at ..... On.....  
(Place) (Date)

	<b>Name of authorised representative</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

**RESOLVED that:**

- A. The abovementioned entities submit a tender in consortium/ joint venture to the Department in respect of the tender mentioned above.



B. \*Mr/Mrs/Ms: .....

in \*his/her capacity as: .....  
(Position in the tendering consortium/joint venture)

and who will sign as follows:

<b>AUTHORISED SIGNATURE OF TENDERER</b>

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....  
(Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**SCHEDULE 2: Compulsory Enterprise Questionnaire**

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

<b>Section 1:</b> <b>Name of enterprise:</b> .....  <b>Address of enterprise:</b> ..... ..... .....																							
<b>Section 2:</b> <b>VAT registration number, if any:</b> .....																							
<b>Section 3.1:</b> <b>CIDB registration number, if any:</b> .....	<b>Section 3.2:</b> <b>Western Cape Supplier Evidence Bank Registration Number:</b> .....																						
<b>Section 4:      Particulars of sole proprietors and partners in partnerships</b>																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name*	Identity number*	Personal income tax number*																		
Name*	Identity number*	Personal income tax number*																					
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																							
<b>Section 5:      Particulars of companies and close corporations</b>  Company registration number.....  Close corporation number.....  Tax reference number.....																							
<b>Section 6:      Record of service of the state</b> Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																							

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

#### **Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

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

- i) authorizes the *Employer* to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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;
- 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.

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Signatory Name.....

Signatory Position/Capacity:.....

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

#### **SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)**

#### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE**

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

#### **1 DEFINITIONS**

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“tender”** means a written offer on the official tender documents or invitation of price quotations and “tender” is the act of tendering /tendering; ***(Therefore in the context of the 2022 regulations “tendered” and “tenderer” have the same meaning;***
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a tender by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the 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;
- 1.12 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.14 **“non-firm prices”** means all prices other than “firm” prices;
- 1.15 **“person”** includes a juristic person;
- 1.16 **“price”** includes all applicable taxes less all unconditional discounts;
- 1.17 **“proof of B-BBEE status level contributor”** means-
  - (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

- 1.20 “**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;
- 1.6 “**tender**” means a written offer on the official tender documents or invitation of price quotations and “tendering” is the act of tender presenting an offer for a tender and a party tendering is referred to as a “tenderer”;
- 1.21 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 “**the Regulations**” means the Preferential Procurement Regulations, 2022;
- 1.23 “**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 11 October 2013*;
- 1.24 “**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
- 1.25 “**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 GENERAL CONDITIONS**

- 2.1 The following preference point systems are applicable to all tenders:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this tender:
- The value of this tender is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**
- 2.3 Preference points for this tender shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 2.5 Failure on the part of a tenderer to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the tender or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The purchaser 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 purchaser.

## **3 ADJUDICATION USING A POINT SYSTEM**

- 3.1 Subject to Section 11 of the Regulation (Preferential Procurement Regulation of 2022), the tenderer obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
  - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 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.
- 3.6 When functionality is part of the evaluation process and two or more tenders have scored equal total points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points

for functionality.

- 3.7 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 PREFERENCE POINT SYSTEM**

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

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

Where

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

#### **5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 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.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 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.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer 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 of contributor 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: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5**

6.1 B-BBEE Status Level of Contribution..... = ..... *(maximum of 20 points)*

*(Points claimed in respect of paragraph 6.1 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 or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.*

## **7 SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? **YES / NO** *(delete which is not applicable)*

7.1.1 If yes, indicate:

- (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 or QSE? **YES / NO** *(delete which is not applicable)*

## **8 DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/ entity: .....

8.2 VAT registration number: .....

8.3 Company Registration number: .....

8.4 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the tenderer.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
  - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a tenderer may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –



- (i) disqualify the person from the tendering process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (iii) 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; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

**WITNESSES (Signature & Name):**

1. ....
2. ....

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, TENDERER'S PAST**  
**SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT**  
**TENDER DETERMINATION**

1. To give effect to the requirements of the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Tenderers Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective tenderers intending to do business with the Institution must be registered on the central procurement database on this prescribed form.
3. **Definitions**

**"Tender"** includes a price quotation, advertised competitive tender, limited tender or proposal

**"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

**"business interest"** means —

  - (a) a right or entitlement to share in profits, revenue or assets of an entity;
  - (b) a real or personal right in property;
  - (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**"Consortium or Joint Venture"** 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;

**"employee"** means a person employed by the Institution, whether permanently or temporarily, including —

  - (a) an employee as contemplated in section 8 of the Public Service Act;
  - (b) a person appointed in terms of section 12A of the Public Service Act;
  - (c) a person transferred or seconded to the Institution or a provincial public entity in terms of section 15 of the Public Service Act; and
  - (d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

**"entity"** means any —

  - (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
  - (b) sole proprietorship;

**"entity conducting business with the Institution"** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

**"Family member"** means a person's —

  - (a) spouse; or
  - (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

**"intermediary"** means a person through whom an interest is acquired, and includes—

  - (a) a person to whom is granted or from whom is received a general power of attorney; and
  - (b) a representative or agent;

**"Institution"** means —  
Western Cape Government

**"Provincial Government Western Cape (PGWC)"** means

  - (a) the Institution of the Western Cape, and
  - (b) a provincial public entity;

**"RWOPS"** means — Remunerative Work Outside the Public Service

**"spouse"** means a person's —

  - (a) partner in marriage;
  - (b) partner in a customary union according to indigenous law; or
  - (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;
4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or

offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the PG, or to their family member, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the tenderer is employed by the Institution; and/or

5. 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.
6. 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). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive tendering.
8. 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.

#### SECTION A: DETAILS OF THE ENTITY

<b>A1.</b>	<i>Name of the Entity</i>	
<b>A2.</b>	<i>Entity registration Number (where applicable)</i>	
<b>A3.</b>	<i>Entity Type</i>	
<b>A4.</b>	<i>Tax Reference Number</i>	
<b>A5.</b> Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.		

**TABLE A**

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed.)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

(if not enough space, attach additional pages)

#### SECTION B: DECLARATION OF THE TENDERER'S INTEREST

*To disclose relationships between the tendering entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' according to section 2 (1) of the Western Cape Procurement (Business Interest of Employees) Act of 2010, tendering entity must give the following details. A Institution employee taking remunerative work outside public enterprise should first obtain necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.*

<b>B1.</b>	Are any persons listed in Table A employees of the Institution? <i>(If yes, complete Table B and attached "RWOP")</i>	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>B2.</b>	Are any employees of the entity also employees of the Institution? <i>(If yes complete Table B and attached "RWOP")</i>	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of the Institution? <i>(If yes complete Table B)</i>	<input type="checkbox"/> NO	<input type="checkbox"/> YES

**TABLE B**

*Details of persons connected with the tenderer who are employees of the Institution as defined should be disclosed in Table B below.*

FULL NAME OF INSTITUTION EMPLOYEE	IDENTITY NUMBER	PROVINCIAL DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO TENDERER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)	PERCENTAGE INTEREST.

*(if not enough space, attach additional pages)*

**SECTION C: PERFORMANCE MANAGEMENT AND TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

To enable the prospective tenderer to provide evidence of past and current performance with the Institution.

**C1.**

Did the entity conduct business with the Institution in the last twelve months?  
(If yes complete Table C)

NO	YES
----	-----

**C2.****TABLE C**

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	START DATE & PERIOD OF CONTRACT (MONTHS)	VALUE OF CONTRACT

(if not enough space, attach additional pages)

**C3.**

Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

**C4.**

Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

(To access this Register enter the National Treasury's website, [www.treasury.gov.za](http://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.)

NO	YES
----	-----

**C5.**

If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

**C6.**

Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*The form should be signed by a duly authorized representative of the entity before a commissioner of oaths.*

I, ..... hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any tender, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

<b>DULY AUTHORISED REPRESENTATIVE'S SIGNATURE</b>

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER: .....

1.2 Do you have any objection to taking the prescribed oath?

ANSWER: .....

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER: .....

1.4 Do you want to make a declaration regarding this oath?

ANSWER: .....

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....  
**SIGNATURE**

.....  
**FULL NAMES**

Commissioner of Oaths

Designation (rank) .....ex officio: Republic of South Africa

Date: .....Place .....

Business Address: .....

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**SCHEDULE 5: Addenda / Notice(s) issued to tenderers**

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

**Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.**

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**SCHEDULE 6: Schedule of work experience**

The tenderer must provide in the spaces provided below a list of the last five **completed** contracts of a similar nature as this tender which were awarded to him, as well as those currently being undertaken. This information is subject to verification and tenderers must note that the adequacy of the contractor's work experience will be material in the *Employer's* risk assessment for awarding this contract.

<b>COMPLETED CONTRACTS</b>			
EMPLOYER (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	DATE COMPLETED

(Append separate page if not enough space)



CURRENT (ONGOING) CONTRACTS			
EMPLOYER (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	ANTICIPATED COMPLETION DATE

(Append separate page if not enough space)

AUTHORISED SIGNATURE OF TENDERER

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**SCHEDULE 7: Clarification meeting certificate**

Note: This site/clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised and knowledgeable representative of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed tender, with full understanding of the factors likely to influence the work and cost thereof. This certificate **MUST** be countersigned by a representative of the *Employer* at the time of the meeting, failure of which will render the tender non-compliant and invalid. The attendance register at the site/clarification meeting must also be signed by the tenderer's representative.

This is to certify that I, .....  
(Name)

representing: .....  
(Tenderer)

attended the site clarification meeting on: **12 December 2025**

held at **Red Cross Hospital, Engineering Workshop**  
(Place)

**I, the tendering entity, am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I take full responsibility for familiarising myself with the contents of this tender document and to get clarification on anything that I do not fully understand. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.**

<b>SIGNED ON BEHALF OF TENDERER</b>

<b>SIGNED ON BEHALF OF <i>Employer</i></b>

Name of *Employer's* Representative: **Kimesh Chauhan**

Date: **12 December 2025**

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

**NEC3 CONTRACT: ECSC3**  
**16B – Delivery & Maintenance of Infrastructure**  
**A contract between the Department of Health**  
**and**

**Name of Contractor:** .....

## The Contract

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement - 2019

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<b>Appendix: Drawings, schematics &amp; annexures</b>	<b>Page 85</b>

**NOTE: The complete contract documentation comprises the following:**

- This document, from and including page 1 forward, up to and including the last page (page 85) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Employer* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 39 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Employer*.

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

<b>Part C1: Agreement and Contract Data</b>	
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**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## C1.1 Form of Offer and Acceptance

### **SCHEDULE 8 : C1.1 Form of Offer and Acceptance**

#### **The *Contractor's* Offer**

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCGHIC007/2025 Red Cross Hospital - Chiller Replacement**

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 authorised, signing this Offer, 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:**

.....

.....Rand (in words);

R..... (in figures).

This offer may be accepted by the *Employer* by signing the *Employer's* 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.

#### **For the tenderer:**

<b>AUTHORISED SIGNATURE OF TENDERER</b>

<b>Tenderer MUST complete the following:</b>
CIDB Reg No.....
CSD Reg No.....
WCSEB Reg No.....
B-BBEE Status Level.....

Name of Organisation: .....

Name and Capacity of signatory: .....

Address of organisation: .....

.....

Name and signature of witness: .....

.....

Date: .....

## The *Employer's* Acceptance

By signing this 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, schedules and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated, shall constitute a repudiation of this Agreement.

**This Agreement comes into effect on the *starting date* as stated in the Contract Data.**

**For the *Employer*:**

**WESTERN CAPE GOVERNMENT  
DEPARTMENT OF HEALTH AND WELLNESS: HEAD OFFICE**  
22nd Floor  
4 Dorp Street  
Cape Town  
8001

<b>SIGNATURE OF <i>Employer</i></b>

Name: .....

Capacity: .....

Name and signature of witness: .....

.....

Date: .....

## Schedule of Deviations

(Append separate page if not enough space)

1 Subject: .....

Details: .....

.....

.....

2 Subject: .....

Details: .....

.....

.....

3 Subject: .....

Details: .....

.....

.....

4 Subject: .....

Details: .....

.....

.....

5 Subject: .....

Details: .....

.....

.....

6 Subject: .....

Details: .....

.....

.....

By the duly authorized 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 tender 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.

**For the Tenderer:**

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Name: .....

Capacity: .....

Name and address of organisation: .....

.....

Name and signature of witness: .....

.....

Date: .....

**For the *Employer*:**

**WESTERN CAPE GOVERNMENT  
DEPARTMENT OF HEALTH AND WELLNESS: HEAD OFFICE**  
22nd Floor  
4 Dorp Street  
Cape Town  
8001

<b>SIGNATURE OF <i>Employer</i></b>

Name: .....

Capacity: .....

Name and signature of witness: .....

.....

Date: .....

Number of additional pages appended by the tenderer to this schedule: .....(If nil, enter NIL).



# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

## Contract Data

### C1.2 Contract Data Part One

#### Data provided by the *Employer*

##### 1 General

- The *conditions of contract* are the core clauses and Z: Additional conditions of contract of the NEC3 Engineering and Construction Short Contract (June 2005), available from ECS Associates (tel 011-803-3008, email [admin@ecs.co.za](mailto:admin@ecs.co.za)), tenderers to obtain copies at their own cost.
- The *Employer* is (Clause 10.1)  
**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS: HEAD OFFICE**  
  
 Address:           22nd Floor  
                       4 Dorp Street  
                       Cape Town  
                       8001
- The *site* is as described in the Site Information of this Contract Data (Clause 11.2(12)).
- The *works* are **WCGHIC007/2025Red Cross Hospital - Chiller Replacement** (Clause 11.2(13)).
- The *period for reply* is **2 weeks** (Clause 13.2).
- The *Employer* gives access to the *site* **within 2 (two) weeks of the starting date, subject to receipt of all the required information and documents as stated in the letter of notification of appointment of the Contractor by the Employer.** A delay by the *Contractor* to provide the required information and documents to the satisfaction of the *Employer* within two weeks of the *starting date* will delay access, and is not a compensation event (Clause 15.2).

##### 3 Time

- The *starting date* is **the date of receipt of the letter of notification of appointment of the Contractor by the Employer** (in the case of email notification the date on which the email is sent by the *Employer*) (Clause 30.1).
- The completion dates are (refer to Works Information 1.8.1):
  - Sectional completion (installation): The principle is to allow a 5 week installation period after arrival of the chiller in Cape Town, therefore:
    - For a fully imported chiller, the completion date will be 5 weeks after the estimated delivery period quoted by *the Contractor* has been added to the starting date (Clause 11.2(2)).
    - For a chiller ex stock in South Africa, the completion date will be 5 weeks after the starting date (Clause 11.2(2)).
  - Final completion (service and maintenance): the date following 52 weeks after sectional completion (Clause 11.2(2)).

##### 4 Defects

- The *defects date* is **52 weeks** after Completion (Clause 40.1).
- The *defect correction period* is **2 weeks** (Clause 41.3).

##### 5 Payment

- The *delay damages* are **R 1000.00 per day** (Clause 50.5).
- The *assessment day* is the **last** day of each month (Clause 50.1).
- Delete the entire content of Clause 50.4 and replace with the following:  
 The *Employer* certifies a payment within one week of receipt of the *Contractor's* application for payment. The *Employer* corrects any wrongly assessed amount due in the payment certificate (Clause 50.4).

- Delete the entire content of Clause 51.1 and replace with the following:  
The *Contractor* prepares a tax invoice for the exact amount certified. The *Contractor* submits the tax invoice together with the corresponding payment certificate to the *Employer* for payment. Incomplete and incorrect payment submissions are returned within one week to the *Contractor* for correction. Payment is made within thirty (30) days of receipt of a **complete, correct, and approved Contractor's** payment submission (Clause 51.1).

## 8 Indemnity, insurance, and liability

- The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property for an unlimited amount for any one event (Clause 80.1).
- The minimum amount of cover for the first insurance stated in the Insurance Table is **R2 000 000 (two million rand)** (Clause 82.1).
- The minimum amount of cover for the third insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1).
- The minimum amount of cover for the fourth insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1).

## 9 Termination and dispute resolution

- The *Adjudicator* is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC *Adjudicators* set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see [www.jointcivils.co.za](http://www.jointcivils.co.za)) whose availability to act as the *Adjudicator*, has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the *Adjudicator* within the *period for reply* of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005. (Clause 93.1).
- The *Adjudicator nominating body* is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see [www.jointcivils.co.za](http://www.jointcivils.co.za)) (Clause 93.2(2)).
- The *tribunal* is **arbitration** (Clause 93.4).
- The *arbitration procedure* is **as set out in the Rules of the Arbitration Foundation of Southern Africa** (Clause 93.4).

## Z: Additional conditions of contract

### Z1 Insurance Policy Documents

The contractor will have to submit proof of minimum insurance covers pertaining in this contract, in no later than 10 working days upon receiving a Letter of Intent to Award of this contract from the Employer. Failure to do so will render the tender being non-responsive. A complete insurance policy document from an Accredited Insurer with a minimum Public Liability Insurance for **R 10 million (Ten Million Rand)**. Note that only fully completed documents from an accredited insurer will be accepted. No third-party documentation will be accepted. It must be clearly stated on the insurance cover that the supplier has a minimum Public Liability cover of R10 million (Ten Million Rand)

### Z2 Identified and defined terms:

The Contract Date is the date this contract came into existence.

### Z3 Acts or omissions by mandataries:

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

### Z4 Maintenance of mandatory registrations:

The *Contractor* ensures that his registrations with the Construction Industry Development Board (CIDB) and as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained until the Completion of the whole of the *works*.

### Z5 Compliance with good labor practice:

The *Contractor* is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The *Contractor* complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.

### Z6 Participation in the Expanded Public Works Program (EPWP)

The *Contractor* participates in the Western Cape Government Expanded Public Works Programme (EPWP) to give feedback during execution of the *works* or *service* in terms of a monthly return of the EPWP feedback form

providing details of the number of workers employed under this contract for the preceding month, which includes the details for subcontractors' employees, if any. A pro forma of this form is provided in digital format (Excel spreadsheet) upon commencement of the contract. No monthly invoice is approved without inclusion of the EPWP feedback form in any payment submission. If no EPWP workers were employed, a NIL return is submitted.

When any EPWP worker is registered to work under this contract for the first time, a certified true copy of the worker's Identity Document is submitted with the feedback form for that month. Any type of stamp can be used with the following wording or something similar to the same effect: "Certified a true copy of the original which bears no noticeable evidence of unauthorised alterations". Certification is made only to confirm that the copy is unaltered from the original ID document presented by the worker. It is neither the *Employer's* nor the *Contractor's* responsibility or competency to certify that ID documents presented are authentic and legally valid.

Z8 The form of the performance bond is in the form set out in the Contract Data C1.3 Proforma Performance Bond. The amount of the performance bond is R 500 000.

Z9 No gifts/tokens/invitations from the *Contractor* to *Employer's* officials:  
Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the *Employer* are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the *Contractor* shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the *Employer's* service, before or after completion of this contract.

Z10 No clause

Z11 Non-working days and the December/January builders' break:

Z11.1 Non-working days stated in the Contract Data are added to delays to the Completion Date assessed due to compensation events.

Z11.2 Inclusion or exclusion of the annual December/January builders' break in determining and influencing the Completion Date set at the Contract Date is as stated in the Contract Data, omission of which means EXCLUSION by default.

If Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Completion Date due to compensation events **only if**

- the annual builders' break was EXCLUDED when setting the Completion Date at the Contract Date, and
- the delay to Completion is not the *Contractor's* fault.

Z11.3 If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the *period for reply* is extended by the remainder of the period of the builders' break at the time of the communication.

Contract Data for Z11:

- Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Completion Date due to compensation events (Clause Z11.1). There are no non-working days when assessing delays to the Completion Date due to compensation events (Clause Z11.1).
- The full period of the annual builders' break of approximately 4 weeks in December/January during execution of this contract is **EXCLUDED** in the Completion Date as set at the Contract Date and will NOT be added to any other delays due to compensation events (Clause Z11.2).

Z12 No clause

Z13 The *Contractor* provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).

Z14 No clause

Z15 No clause

Z16 Payment of subcontractors by the *Contractor*

The *Contractor* pays a subcontractor within one week for all subcontracted work which in terms of this contract has been certified and paid to the *Contractor*.

Z17 No clause

Z18 No clause

Z19 Cost of preparation of quotations for compensation events

All costs associated with the preparation of quotations for compensation events for this contract are the *Contractor's* risk and are not reimbursable by the *Employer*.

Z20 *Contractor's* site attendance register

The *Contractor* keeps an attendance register detailing identity, sign-in and sign-out by all people entering the site or location where the *works* is provided, details of which are made available to the *Employer* upon request.

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
 Red Cross Hospital - Chiller Replacement

**Contract Data**

**C1.2 Contract Data Part Two**

**SCHEDULE 9: Data provided by the *Contractor* (the *Contractor's* offer)**

**1 General**

- The *Contractor* is (Clause 10.1):

Name: .....

Address: .....

.....

Telephone: .....

Email Address: .....

- The tendered total of the Prices is in **Part C1.1: Form of Offer and Acceptance** of this document (Clause 11.2(10)).
- The Price List is in **Part C2: Pricing Data of this document** (Clause 11.2(10)).
- The percentage for overheads and profit added to the Defined Cost for people is.....% (max 15% allowed) (Clause 11.2(5)).
- The percentage for overheads and profit added to other Defined Cost is .....% (max 15% allowed) (Clause 11.2(5)).

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

# WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS

## Red Cross Hospital - Chiller Replacement

### C1.3 Proforma Performance Bond

*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)*

**[Insert Contractor's name and registered address]**

Bank reference No.

Date:

Dear Sirs,

**Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]**

1. In this Guarantee the following words and expressions shall have the following meanings: -

- |     |                             |   |
|-----|-----------------------------|---|
| 1.1 | "Bank" means                | <b>[Insert name of Bank, Branch (if applicable) and Registration Number]</b>  |
| 1.2 | "Bank's Address" means      | <b>[Insert physical address of Bank]</b>  |
| 1.3 | "Contract" means            | the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the .... day of .... 20... <b>(Insert Contract Reference No.)</b> as amended, varied, restated, novated or substituted from time to time;   |
| 1.4 | " <i>Contractor</i> " means | <b>(insert name of Contractor)</b> , a company registered in accordance with the laws of the Republic of South Africa under Registration No <b>(insert registration number)</b> .   |
| 1.5 | " <i>Employer</i> " means   | <b>(insert name of Employer)</b> ,  |
| 1.6 | "Expiry Date" means         | the earlier of <ul style="list-style-type: none"> <li>the date that the Bank receives a notice from the <i>Employer</i> stating that the <i>Contractor</i> has, in terms of the contract, achieved Completion of the whole of the <i>works</i> and all amounts due from the <i>Contractor</i> in the assessment at Completion of the whole of the <i>works</i> have been received by the <i>Employer</i>, or</li> <li>the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.</li> </ul> |
| 1.7 | "Guaranteed Sum" means      | the sum of R 500 000 (in figures) and five hundred thousand Rand in words   |
| 1.8 | " <i>works</i> " means      | Replacement of chiller at Red Cross Hospital Boiler House, contingent on satisfactory performance of the <i>Contractor</i> , which will be monitored by the <i>Employer</i> throughout the term of the contract.  |

2. At the instance of the *Contractor*, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
  
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
  - be signed on behalf of the *Employer* by a director of the *Employer*;
  - state the amount claimed ("the Demand Amount");
  - state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
  
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
  - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
  - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
  
5. The Bank's obligations in terms of this Guarantee:
  - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
  - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
  
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
  
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
  
8. This Guarantee:
  - shall expire on the Expiry Date until which time it is irrevocable;
  - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
  - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
  - shall be regarded as a liquid document for the purpose of obtaining a court order; and
  - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa;
  - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
  
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at		on this		day of		20__
-----------	--	---------	--	--------	--	------

For and on behalf of the Bank

Bank Signatories(s)		
---------------------	--	--

Name(s) (printed)		
Witness(s)		
Bank's seal or stamp		

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

<b>Part C2: Pricing Data</b>	
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**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## **C2.1 Pricing assumptions & instructions**

### **Pricing assumptions & instructions**

#### **1. GENERAL**

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 1.2 The *Contractor* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price List comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is an unit of time.
- 1.3 The method of measurement is according to the Sixth Edition of the Standard System of Measuring Builder's Work, amended 1999, published by the Association of South African Quantity Surveyors as well as the Model Preambles for Trades (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition.
- 1.4 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Program (if applicable), fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the Price List.
- 1.5 The Price List needs to be read in conjunction with the drawings identified in the Works Information.
- 1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.7 The units of measurement described in the Price List are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	percent
ea	each
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal

No.	number
Prov. sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

- 1.8 For the purpose of the Price List, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Works Information of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.
- 1.9 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in Works Information of this document.
- 1.10 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.11 The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.12 An item against which no Price is entered will be treated as covered by other Prices or rates in the Price List.
- 1.13 All Prices in the Price List exclude VAT, while the total of Prices reflected in the *Contractor's Offer* includes VAT.
- 1.14 Where the Works Information requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.
- 1.15 Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the pricing schedule and Works Information. The *works*, or parts of the *works* so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such works, other than Equipment specifically provided for in the Works Information, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour intensive specification in the Works Information.
- 1.16 In the event of any discrepancy between the total of the Prices in the Price Summary of the Price List and the amount carried forward to the *Contractor's Offer*, the amount in the *Contractor's Offer* prevails.

## **2. CONTINGENCY AMOUNTS**

- 2.1 The Employer's contingency remains for the use of the Employer's unforeseen risks. Written approval from the Employer's Agent is required for the use of contingency funds.
- 2.2 The Contractor shall include the contingency amount listed in the Pricing Schedule in his calculations for the total price offer.

## **3. COMPENSATION EVENTS**

- 2.1 Work associated with any budgetary allowances, provisional sums, and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data, to be approved by *Employer's Agent*.

## **4. THE TOTAL FINANCIAL OFFER FOR THIS TENDER**

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price List and, subsequently, in the *Contractor's Offer*.

## **5. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT**

- 4.1 PLEASE NOTE: If anything in this Price List materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## C2.2 Pricing schedule

### **SCHEDULE 10: Pricing Summary**

#### **TOTAL PRICE OFFER FOR THIS CONTRACT**

The total price offer, EXCLUSIVE of VAT for all work specified in the Price List, is as follows:

Section 1: Preliminary & General Costs R.....

Section 2: Chiller Plant Equipment R.....

Section 3: General Items R.....

**Contingency** R 200 000-00

(for approval by the Engineer when deemed necessary).  
This amount will be omitted from the contract amount  
before site handover. Will be used for unforeseen  
expenses.

**Subtotal** R.....

Add VAT at 15% R.....

**TOTAL PRICE OFFER :** R.....

**This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 37 of this document.**

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Name: .....

Capacity: .....

Name and signature of witness: .....

Date:.....

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## C2.2 Pricing schedule

### SCHEDULE 11: Price List

**RED CROSS HOSPITAL - CHILLER REPLACEMENT**  
**SECTION NO.1 : PRELIMINARY AND GENERAL COSTS**

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	QTY	Supply Rate	Install Rate	Amount
	Allow for all the preliminary and general items required to provide the health & safety, mechanical and electrical installation for this project, but excluding items priced elsewhere in these Bills (These amounts will be paid pro rata to the rest of the amounts claimed by the <i>contractor</i> , relative to the tender amount).					
1	<b><u>CONTRACTUAL REQUIREMENTS</u></b>					
	Tenderers to allow for compliance with all the conditions of the contract.	sum	1			
2	<b><u>JOINT TRADES</u></b>					
	Tenderers to allow for all costs which may be required in order to co-ordinate and liaise with the other Trade Contractors, especially with the electrical contractor.	sum	1			
3	<b><u>SUPERVISOR</u></b>					
	Tenderer to allow for a full time working supervisor during the duration of the contract, who shall have the delegated authority to receive instructions and make decisions regarding the contract.	sum	1			
4	<b><u>SITE ESTABLISHMENT</u></b>					
	Tenderers to allow for all costs which may be required in order to place the necessary facilities on site for safe storage and orderly management purposes for the duration of the contract.	sum	1			
5	<b><u>REMOVAL OF WASTE</u></b>					
	Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract.	sum	1			

Item	Description	Unit	QTY	Supply Rate	Install Rate	Amount
6	<b><u>HEALTH AND SAFETY</u></b>					
	Health and Safety Plan, Compliance with all listed Regulations and other statutory documentation and submit a copy to the <i>Employer's Agent</i> .	sum	1			
7	<b><u>GENERAL ITEMS</u></b>					
	<b>Any additional, items that the Tenderer deems necessary for the successful and total completion of the portion of the work required for this Bill. Specify:</b>					
(a)	Travelling	sum	1			
(b)	Construction guarantee	sum	1			
(c)	Protection against damage, hoisting and rigging	sum	1			
(d)	PPE	sum	1			
(e)						
<b>Total for SECTION No.1 Carried forward to summary page</b>					R	

**RED CROSS HOSPITAL - CHILLER REPLACEMENT  
SECTION NO.2 : HVAC PLANT EQUIPMENT**

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	QTY	Supply Rate	Install Rate	Amount
<b>2.1</b>	<b><u>CHILLERS</u></b>					
1	Supply and installation of water-cooled chiller, as per the specification and drawings, complete with controller.	no	1			
2	Assembly of unit on site including rigging of chiller into the location in the boiler house.	sum	1			
3	Extensions to concrete plinth for the chiller, as per the specifications.	no	1			
4	Commissioning and testing of the chiller system by supplier.	sum	1			
5	Integration of controls between new and existing chiller.	PC sum	1			R 50 000-00
6	Existing electrical connection to new chiller.	sum	1			

Item	Description	Unit	QTY	Supply Rate	Install Rate	Amount
<b>2,2</b>	<b><u>CHILLED WATER PIPING</u></b>					
1	Modify piping and connections to suit new chiller.	sum	1			
2	Painting and labelling of chilled water equipment and piping for new chiller.	sum	1			
3	Supply of Corrosion and Deposit inhibitor as well as a Biocide to be provided and implemented. Include a cleaning, flushing, with pre-treatment chemical for the entire condenser circuit.	sum	1			

If tendered rates are unrealistically high, *Employer* can use someone of their choice to do additional or extra work and the *contractor* will be responsible for the payment of the sub-contractor and charge the agreed mark-up rates (15%). The rates will be used for additional work not foreseen and must be approved by the *Employer* as a *compensation event* before any work can start.

**SECTION NO.3 : GENERAL ITEMS**

(Note : These prices shall be firm and not subject to price adjustment)

Item	Description	Unit	QTY	Supply Rate	Install Rate	Amount
1	Guarantee all work for 1 year inclusive of a written guarantee from the chiller manufacturer that the product application and installation was supervised and correctly installed.	sum	1			
2	Allow for commissioning and testing the complete installation as specified.	sum	1			
3	Allow for three sets of maintenance and operation manuals, including spare part lists as specified. Manuals to be supplied in hard copy and electronic form.	sum	1			
4	Allow for instructing the staff and maintenance in the correct operation of the installation.	sum	1			
5	Miscellaneous items not listed in the priced schedule but required for a complete and working installation, to be listed below:					
5.1	Certificate of Compliance for electrical work.	sum	1			
5.2	Certificate of Conformance for mechanical work	sum	1			
5.3						
5.4						
5.5						
5.6						
<b>Total for SECTION No.3 Carried forward to summary page</b>					R	

<b>AUTHORISED SIGNATURE OF TENDERER</b>
---

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## **Part C3: Scope of Work**

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**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## Works Information

### **Preamble to Works Information**

#### **NEC3 defined terms and terms identified in the Contract Data**

The *works* are to be executed in accordance with the Works Information forming part of the NEC3 *conditions of contract* as described in the Contract Data of this document. The Works Information is meant to convey all relevant information required for the execution of the *works* clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Works Information conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Works Information. This possibility increases when the Works Information is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data, the following shall apply:

- All terms identified in the Contract Data which appear in the Works Information and which are not in italics, shall be read as if they are in italics, and
- all defined terms which appear in the Works Information and which do not have capital initials, shall be read as if they have capital initials.

#### **Material conflict with *conditions of contract***

PLEASE NOTE: If anything in the Works Information materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

## Works Information

### 1. Description of the works

#### 1.1 Overview

The contract is for the supply, installation and commissioning of a water-cooled water chiller at Red Cross Hospital, followed by a 52-week maintenance period. The new chiller will replace one of the existing chillers located in the Boiler House.

#### 1.2 Purpose / Employer's objectives

The aim is to restore the chilled water system to full capacity.

#### 1.3 Location of the works

The works will be carried out at Red Cross Hospital Boiler House. The location of the facility is as stated in the Site Information (Part C4).

#### 1.4 Abbreviations and additional defined terms

Abbreviation	Unit
CoC	Certificate of Compliance

#### 1.5 Start-up and management

##### 1.5.1 Meetings

A compulsory site meeting will be held and after acceptance of the winning Tenderer, a site handover meeting.

Progress site meetings will be held, in which case the *Contractor* will be notified at least 48 hours in advance. Progress meetings between the *Employer's Agent*, Department of Health Official at the facility or his duly appointed representative, and the *Contractor* shall be held at a time, date, and venue determined by the *Employer's Agent*, to discuss the progress and quality of the maintenance and repair work. No additional compensation will be paid for this. The progress site meetings will be under the chairmanship of the *Employer's Agent* or his Representative

A final inspection meeting will be held once all defects have been corrected at site, as pointed out and notified by the *Employer's Agent*.

##### 1.5.2 Workshops and training

Training will be given to the hospital staff regarding the operation and maintenance of all *works*.

##### 1.5.3 Documentation

The following documentation will be provided by the *Employer*:

- The Tender Document
- The Contract
- Drawings if applicable

##### 1.5.4 Communication

The *Employer's Agent* can be contacted directly via any format during working hours. Any complaints, queries, questions etc. regarding the *works*, must be routed via the *Employer*.

**1.5.5 Agent on site**

The Agent on site has the right to inspect the works of the contractor but may not issue instructions to the *Contractor*. The findings of the Agent on site should be relayed to the *Employer's Agent*, who has the authority to issue instructions to the *Contractor*.

**1.5.6 Quality assurance requirements**

Only new genuine materials of high quality shall be used throughout the course of the project and shall be subject to the approval of the *Employer's Agent*.

Equally approved 'products' or approved 'manufacturers' other than specified in the Pricing Schedule need to be approved by the *Employer's Agent*, and may require the tenderer to supply the *Employer's Agent* with a specification and samples of the product, for a review of performance and feedback purposes, timeously before the tenderer submits his price on IPS. All other tenderers will be notified of all "equally approved" products that are approved and accepted by the Employer's Agent.

The *Contractor* is responsible for the timely ordering of all material and products required for this project and is solely responsible for the quality of these items. All items in the Pricing Schedule shall be for the supply and installation of new genuine "products and materials". Any defective/substandard products, defective/substandard materials, and poor workmanship shall be replaced and corrected with approved products/materials at the *Contractor's* own expense.

**1.5.7 Contract change management control system**

When changes in the *works* occur, the *Employer* will obtain a quote from the *Contractor* for the new *works*. If the motivation for the changes is accepted by the *Employer*, the *Employer* will issue a compensation event to the *Contractor* and only then the changed *works* can be done.

**1.5.8 Accounts and records**

The *Contractor's* invoice:

The *Contractor* submits original valid tax invoices satisfying the requirements of the Works Information one week after receiving a payment certificate from the *Employer*.

Where the *Contractor* does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the *Contractor* should have submitted the tax invoices to the date that the tax invoices are submitted. All invoices should be addressed to the *Employer's Agent* and must incorporate an invoice number, date, project reference number, the name of the facility where the works are carried out, banking particulars of the contractor, a description of the works completed with pricing in accordance with the contract.

Final account and final payment:

The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the *works*:

- a) The *Employer* submits the final account to the *Contractor* within 18 (eighteen) weeks of the Completion of the whole of the *works*;
- b) The *Contractor* gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
- c) If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
- d) The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the *works*;
- e) The *Employer* certifies 100% (one hundred percent) of the amount of the final account in the payment certificate where security in the form of a performance bond or payment reduction has been applied;
- f) The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;

- g) The *Employer* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Employer* a tax invoice for the amount due;
- h) Where the final payment certificate reflects an amount in favor of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

## 1.6 Operating manuals and maintenance schedules

The Contractor shall prepare and supply O & M manuals for the successful operation and maintenance of the Installation. These shall be in hard copy and electronic form.

The manual shall include:

- A system description of the Installation.
- Step-by-step operating instructions.
- Full information of the Contractor including emergency telephone and fax numbers and contact persons.
- A list of equipment (and spares) giving the following information for each item:  
Description:  
Make:  
Model No.:  
Manufacturer/Agent: (Name, address, tel. & fax no.)  
Comment: (indicate spares to be held if of a critical nature)  
Catalogues and brochures  
Set of as-installed drawings

A draft copy shall be submitted to the *Employer's Agent* prior to commencement of commissioning.

Prior to handing over the installation to the Employer, the *Contractor* shall supply 2 complete manuals which have been updated and which include all commissioning data, certificates of compliance, as well as "As-Installed" drawings.

**Emergency calls shall be attended to immediately within 24 hours failing which the client will have the right to employ another Contractor and deduct the resulting cost from monies owed to the Contractor for this project or other projects for Health Department.**

## 1.7 Procurement

### Approval of equipment selection

The *Employer* is required to inspect and test certain equipment listed in the specification under "Hold Points" at their place of manufacture and such Equipment may not be delivered to the contract Site, nor may the *Contractor* proceed with the manufacture and/or installation of such Equipment without prior written consent from the *Employer*.

The *Contractor* must give the Employer's Agent at least 7 days advance notice of the date at which such tests and inspections are to be carried out unless otherwise agreed by both parties.

## 1.8 Construction

### 1.8.1 Completion

This Works will have Sectional Completion, with the Installation Section being completed first, and the completion of the Service and Maintenance section constituting Final Completion

### 1.8.2 Progress inspections

The *Employer* will hold inspections at his discretion during the contract to ensure that the *Contractor* meets the requirements of the specification and that the *Contractor* is fulfilling his responsibility regarding quality control.

Should remedial action be required, the *Employer's Agent* will notify the *Contractor*, who shall rectify his work within 7 days.

**1.8.3 Commissioning**

All on-site testing of the various components as well as all commissioning activities shall be carried out in close co-operation with the *Employer's Agent*.

All testing and commissioning shall be carried out in the presence of the *Employer's Agent* or his duly authorised representative and shall at all times be thorough and in strict accordance with the specified requirements and approved procedures. All tests carried out without the *Employer* being duly notified will be regarded as unofficial and may, at the discretion of the *Employer*, have to be repeated at the cost of the *Contractor*.

**1.8.4 Costs of re-inspections**

Should the *Employer's Agent*, after an inspection or test, find that the number of outstanding defects is of such a nature that he is unable to issue a meaningful list or certificate, or that due to the *Contractor* not attending to previous lists or reports, re-inspections are required, such re-inspections will be charged to the *Contractor* and deducted from the balance of his account by means of a compensation event. The *Employer's Agent* will be compensated accordingly by the *Employer*.

**WESTERN CAPE GOVERNMENT**  
**DEPARTMENT OF HEALTH AND WELLNESS**  
**Red Cross Hospital - Chiller Replacement**

## Works Information

### 2. List of drawings, schematics & annexures

The *works* are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their tender, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure A	Pdf	Workshop block Boiler Plantroom	Yes
Annexure B	Pdf	Site layout of Red Cross Hospital showing the location of Boiler House	Yes

# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

## Works Information

### **3. Specifications, standards and workmanship**

The *works* are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Employer's* risk assessment for awarding this contract.

#### **Standard Specifications**

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the *works*, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

#### **Project specifications**

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Works Information of this document, including *works* drawings. The *pricing schedule* may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Works Information of this document, the project specifications take precedence.

#### **Accreditation, qualifications and work experience**

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information

#### **3.1 Statutory and regulatory requirements**

The Contractor shall ensure that the Installation, including all equipment used, is designed, installed and maintained in compliance with the following drawings and regulations:

- PGWC Standard Specification for Mechanical Installations
- PGWC Standard Specification for Electrical Installations
- PGWC Standard Specification for Fire Detection
- PGWC – Technical Specification no 6A- Hot and Cold-water Services
- SANS 10142 –a.a.: Code of Practice for Wiring of Premises
- National Building Regulations – SANS 10400 and General
- SANS 10139
- SANS 530
- The Occupational Health and Safety Act: 1993 incorporated Regulations and Standards.
- Provincial Government Western Cape: Department of Health – Engineering & Support Services: Guideline Health and Safety Specification for Construction and Maintenance work at Hospitals and other Health institutions
- Construction Regulations, 2014 (GN No. R84 of 7 February 2014)
- All relevant SABS or SANS Specifications for products and materials
- Municipal By-laws and Regulations
- PGWC – Standard Paint Specification
- Government notice R155 – Asbestos Regulations, 2001 and Guide to Demolition Work Regulation 21 – Asbestos Regulations
- National Department Of Public Works: Specification Of Materials And Methods To Be Used: OW 371
- Provincial Government Western Cape: Department of Health – Engineering & Support Services: Guideline Health and Safety Specification for Construction and Maintenance work at Hospitals and other Health institutions
- SABS 021-SABS code of practice: Waterproofing of buildings.
- Relevant sections of SANS 1200
- The Fire Brigade services act 1993 Act 99 of 1987 as amended,
- Municipal, local or, where applicable, other authorities' by-laws and regulations with regard to building, electrical, fire, gas, water, traffic and health requirements.

The *Tenderer* shall study these documents and acquaint himself with the contents thereof as no claims in this regard will be entertained. Before commencing with any work on site, the *Contractor* will be required to hand in a Health & Safety Plan for this contract as well as a detailed programme of activities with dates and materials to be used for approval. If not specified in the pricing schedule, only SABS approved materials will be used and the *Contractor* will guarantee his workmanship for a five-year period.

The *Contractor* shall exempt the Employer from any claims, losses or expenditure that may arise as a result of the *Contractor's* negligence or failure to comply with the abovementioned regulations.

The *Contractor* shall be responsible for all notifications and payments required by any authority for inspections, tests and supply of any service required for this installation. The Tenderers are therefore required to fully acquaint themselves with these requirements prior to tendering.

The *Contractor* shall supply and install all notices and warning signs that are required by relevant laws or regulations, to the full approval of the Employer's Agent and the applicable authorities. All uncertainties of any such requirements shall be clarified prior to tendering. The cost of all such notices shall be allowed for in the Tender.

### **3.2 General Conditions**

Similar equally approved 'products' or approved 'manufacturers' other than specified in the Pricing Schedule or elsewhere need to be approved by the Employer's Agent, and may require the tenderer to supply the Employer's Agent with a specification and samples and of the product, for review and feedback purposes, timeously before the tenderer submits his price on EPS.

The Contractor is responsible for the timely ordering of all material and products required for this project and is solely responsible for the quality of these items. All items in the Pricing Schedule shall be for the supply and installation of genuine "products and materials". Any defective/substandard products, defective/substandard materials, and poor workmanship shall be replaced and corrected with approved products/materials at the Contractor's own expense.

If no particular product and materials are specified in the Pricing Schedule, the contractor shall supply SABS approved products and materials bearing the SABS mark and stamp. Where no applicable SABS specification exists, all material must comply with the equivalent IEC, BSI, DIN or IP specifications or be of the quality as specified

Contractors shall perform their own measurements on site before tendering or ordering of material, products, and equipment. The measurements given in the tender document are estimates only and for tendering purposes only so that contractors can tender.

Where applicable, the contractor shall use the guideline drawings provided by the Department when applicable to tender on the contract works for the replacement systems.

The contractor shall only price for the items as they are listed in the Pricing Schedule and as detailed in the is Specification, even though the final design may change, so as to ensure all contractors are tendering on an even playing field.

#### **3.2.1 Identification of Personnel**

All workers are to be clearly identifiable by means of laminated ID tags indicating the persons' name and company. To also contain a clear, recent and easily-identifiable photo or company Logo no less than 30 x 40mm in size. The Departmental technical representative may be approached timeously to give possible aid in this. This is also applicable to subcontractors and are to be arranged and maintained by the main contractor. The main contractor site agent / foreman shall keep an up-to-date register of personnel on site and make it available to the Departmental Representative overseeing the project on request.

#### **3.2.2 Personnel Movement / Restricted Access**

Contract personnel are only allowed to move freely as per the attached Access & Movements Plan. Failure to adhere will result in a person being escorted off the terrain by internal security personnel. Only the public areas that is being worked in will be open for access. The when and where of meals are for the contractor's own internal arrangements. Do note however that personnel are not allowed to wander over the terrain or into buildings over lunchtime. Personnel are also not allowed to move or rest in-between vehicles, vacant patient rooms or beds or in open view of the public. To this effect again refer to the applicable terrain plan.

#### **3.2.3 Ablution Facilities**



The contractor shall provide suitable ablution facilities for workers and no work may be laid to hand unless the facilities are available. The facility may make a toilet available to the contractor. In this case the contractor shall keep the area neat and tidy on a daily basis.

### 3.2.4 Supervisor / Foreman on Site

The contractor shall employ a full-time Site Supervisor. This shall under no circumstances be an ordinary worker that is merely appointed as such but someone who is fully competent and able to function in this capacity, manage other workers & subcontractors and be able to make instant, sound decisions on behalf of the company and for which the company will take full responsibility.

### 3.2.5 Occupational Health & Safety

It is expected of the contractor, as well as his/her agent on site to be fully acquainted with the Occupational Health & Safety Act and Regulations and see to it that their whole team and all those subcontracted by them adhere thereto at all times. In particular but not limited to, the following is to be noted:

All safety devices on Equipment are to be in good working order and may not be by-passed or modified in any way. This include personal Protective Gear.

All electrical extension leads are to be of sufficient gauge and minimal length for the work used for and be of the three-core (earthed) type. Unless marked as "Double Insulated" by the manufacturer, no Electrical Equipment may be used with a two-prong Euro-Type plug.

Workers involved with chiselling / cutting on cemented surfaces are to be supplied with ear plugs, contoured dust masks, safety helmets and wrap-around safety goggles with an ANSI rating of Z87 as a minimum standard. A new dust mask shall be issued daily per member directly involved with or working in the near vicinity of such work, for the duration of such work.

In addition, all personnel shall wear steel-tip safety boots. Personnel involved in the demolishing or building of bricked surfaces or ceilings shall also wear hard hats and be issued with suitable gloves.

If the Departmental Technician overseeing the project deems any material, process, or action to be unsafe or in contradiction with the Act, he will issue a written notice to the effect, signed for acceptance by the Contractor's agent and the applicable process will be stopped until the inherent risk is removed. Unless completely beyond the control of the contractor and not of his doing, this will not afford the contractor any extension of time.

### 3.2.6 Registers / Documentation Kept on Site

The following registers and document shall be kept on site, updated as required and be available to the Departmental representative upon request.

Staff Register	<ol style="list-style-type: none"> <li>To include a copy of each Person's ID.</li> <li>Have a table for the daily sign-in / out for each person.</li> <li>Have a section where each person has signed for his/her ID tag.</li> <li>Contain a list of the PPE gear issued to each worker with accompanying signatures.</li> <li>Contain documented proof that each worker was trained in and is competent with safe working procedures for the work he/she is expected to do. In aid of this the Local Department Technical representative will hold an official informative session with workers on the morning of official commencement of work on site.</li> </ol>	Start of Contract Daily Start of Contract Start of Contract  Start of Contract

Subcontractors	Everything pertaining to the Main Contractor is also applicable to Sub-contractors. The responsibility to fulfil however remains with the Main Contractor.	Ongoing
Occupational Health & Safety / Risk Register	<ol style="list-style-type: none"> <li>1. To contain an up to date section containing tick sheets for weekly safety checks on electrical equipment, hand tools and ladders.</li> <li>2. Any and every incident / near incident has to be recorded in full, with dates, measures and responsibilities clearly indicated in order to prevent a re-occurrence.</li> <li>3. All communication between the contractor and Dept Rep wrt potential risks are to be made in writing in the register and duly signed by both parties. Each entry to contain space for an action / review date, responsible person / entity and a completed / close-out comment.</li> <li>4. All entries in the register shall be sequentially numbered. The register shall also carry an index in the front thereof containing the date, number, and description of each entry. The register shall remain with the Hospital after completion of the project.</li> <li>5. Specifically with regards to the demolishing work, the contractor shall submit beforehand and for approval by the Department, a written method with which the said demolishing is to be handled to avoid risk of injury.</li> </ol>	Ongoing
Specification & BoQ documents	The main Contractor's Site manager shall at all times have a copy of these documents at hand to refer to.	Ongoing

### 3.2.7 Measurements, Sizes & Scaling

Drawings supplied are not to scale and only serve to identify areas and services within the area of work.

While measurements in the BoQ have been attempted to be as accurate as possible the onus is still on the contractor to confirm if in doubt. The BoQ only specifies units, areas in square and cubic metres and lengths in metres. Unless specific mention is made in the BoQ on a specific piece of material or method, all detailed specifications wrt materials & methods are contained in this specification. Pricing should therefore be done according to the quantities on the BoQ but in conjunction with the detailed descriptions in this document.

### 3.2.8 Interpretation of Specifications and Items in the Bill

The successful bidder shall be deemed co-responsible for the correctness of the specifications and bill in terms of the following:

- It will be reasonably assumed that having seen the facility and having read the bidding docs in full and by putting forth a tender, the bidder is in agreement with the materials and methods described and shall wilfully and consciously forfeit any future claim with regards to possible different or miss-interpretation of the documents or given measurements.
- Unless specifically mentioned, it shall be assumed that whenever a component is mentioned in the specification or bill, it automatically includes all items associated with it and with the type of installation ie elbows, tee's fasteners, sealants, joints etc.

### 3.2.9 Electrical Work

All electrical work shall be according to the Department's Standard Specification for Electrical Work. The contractor shall submit wiring diagrams for approval. Electrical motors shall conform to BS 5000-99. All electrical work will be inspected by the department.

All electrical motors shall be provided with thermal overloads.

**3.2.10 Insulation General**

Clean and treat all surfaces before insulation. Prepare and paint steel surfaces in accordance with the Standard Specification with a base coat prior to insulation.

Do all pressure tests in the presence of the Department prior to insulation.

All thermal insulation work shall be executed by specialists in this field.

The final insulation surface shall have a neat, smooth and symmetrical finish. Use adhesives, sealants and coatings, which are compatible with the insulation material. Use only insulation materials, which do not produce toxic fumes when burning and have been approved by the Local Authorities.

Submit certified tests reports from independent institution approved by the department in which the following information is given

- The thermal conductivity of insulating materials at operating temperature.
- The surface spread of flame of insulating materials, adhesives and other finishes.
- The permeance of vapour barrier systems (chilled water systems)
- The sound absorption co-efficient of insulation materials (internal insulated ducts)

The surface spread of flame of insulation cladding shall be in accordance with BS 476 Class I.

Use only insulation, adhesives and finishes which are resistant to rotting, mould, fungus growth, decay and attach by vermin.

**3.3 Important Notes:****3.3.1 Detail Design Drawing (Shop Drawings)**

The contractor shall submit to the Employer's Agent, in accordance with the construction programme, but not later than the period as stated in the Special Conditions of Contract, two copies of each shop drawing for approval. A marked-up copy with the Employer's Agent and, if applicable, Architect's or facility's comments will be returned to the Contractor, who will update the original accordingly, after which the original shall be submitted to the Employer's Agent for his signature. The Employer's Agent approval shall not relieve the Contractor of his responsibility for erection or installation or of errors or omissions in the shop drawings.

The Contractor will be required to produce the following Detailed Design Drawings:

- Electrical Systems
- General Arrangement Drawings
- Schematic and Circuit Diagrams
- Basic Logic Diagram
- Interconnection Diagrams
- Mechanical Systems
- General Arrangement Drawing
- Process Flow Diagram
- Instrumentation System
- Control Diagrams
- Sequence Diagrams

**3.3.2 Logic Diagrams**

The drawings shall be sufficiently detailed to enable the Employer's staff to maintain, dismantle re-assemble and adjust all parts of the works. The layouts shall indicate the location of all manual and automatic control devices, control panels, sensors, etc.

The writing diagrams shall indicate all motor kilowatt ratings and circuit breaker and contractor ratings and protection settings.

**3.3.3 'As Installed' Drawings**

Drawings shall be updated as work progresses in order that the "As Installed" drawings on completion reflect the final installation.

Two (2) complete sets of electronic copies shall be supplied to the Employer's Agent together with one set of paper prints per O & M manual.

### **3.3.4 Progress Inspections**

The *Employer's Agent* will hold inspections at his discretion during the contract to ensure that the Contractor meets the requirements of the Specification and that the Contractor is fulfilling his responsibility regarding quality control.

Should remedial action be required, the *Employer's Agent* will record the unacceptable work in the Site Instruction (SI) Book and the Contractor shall rectify his work within 7 days.

### **3.3.5 Training of Employer's Personnel**

Once the Contractor has completed and commissioned the Installation and issued the O & M manuals to the satisfaction of the Employer's Agent, he/she shall teach the Employer's personnel the proper operation and maintenance of the plant.

The Contractor shall give the Engineer sufficient time to make the necessary arrangements.

The Contractor will remain responsible to operate the Installation on a daily basis until he has adequately trained such personnel.

### **3.3.6 Tools, Equipment and Test Instruments**

The Contractor shall provide all tools and equipment necessary for the proper and efficient execution of the work.

The Contractor shall provide all test instruments necessary for the proper testing of equipment or systems to ensure that the specified requirements are met.

The Contractor shall provide valid calibration certificates for all instruments.

### **3.3.7 Maintenance Tools**

The Contractor shall provide one complete set of all special tools required for testing, dismantling or operating all items of equipment.

Duplicate keys shall be provided for all control panels, instrument locks, etc.

### **3.3.8 GUARANTEE**

**A guarantee period of a full 12-months or more, if guaranteed by the manufacturer, shall commence from the date of beneficial use of the water chiller. It is required that all systems shall be serviced and checked in accordance with the manufacturer's requirements.**

## **3.4 DETAILED TECHNICAL SPECIFICATION OF WATER CHILLER REPLACEMENT**

### **3.4.1 SUMMARY OF WORK**

Install new chiller in place used by previous chiller (now removed). Concrete base plinth, piping, and electrical connections to be modified as necessary to suit new chiller.

### **3.4.2 CHILLER**

Existing chiller must be replaced with a single new unit, as specified below and according to item 3.4.11 SCHEDULE OF DETAILED SPECIFICATION DATA, which gives acceptable tolerances.

- a) Cooling capacity; nominal 270 kW.
- b) Single screw compressor, single circuit.
- c) Shell-and-tube evaporator and condenser.
- d) R-134A Refrigerant.
- e) Daikin, Trane, Carrier, Aermec, and similar or equivalent chillers will be accepted as replacement chillers, as the Department of Health & Wellness has standardised on these brands. Tenderers must complete the Schedule below, with details of the chillers offered. Chillers offered must be equal to or better than specified in the Schedule of Detailed Specification Data below.

**Full specification/manufacturers detailed data sheets, specific to the model and options selected, must be issued with tender. Failure to do so will invalidate your tender (non-compliant).** Information on manufacturers detailed data sheets will be taken into account and will take precedence over data incorrectly

entered into the Schedule or Detailed Specification Data hereunder. The Department reserves the right to verify any of the information/documentation submitted by the tenderer with the issuing authority.

### 3.4.3 PLANTROOM, PLINTH

If necessary to suit the size and position of the new chiller, the existing plinth must be modified.

### 3.4.4 PIPING

Piping in the plantroom shall be rearranged or replaced as necessary to connect new chiller connections to existing piping. Existing piping shall be used as far as possible. The piping must incorporate all existing fittings, valves, check valves, air vents, or new replacements, to provide a fully functioning system. Any redundant piping shall be blanked off, or removed, and discarded from site.

#### 3.4.4.1. PIPING INSULATION

Insulate all supply and return chilled- and hot water pipes in plant rooms with sectional resin bonded glass fibre insulation with a density of at least 96 kg/m<sup>3</sup> and with the following thickness.

- Pipes up to 125 mm diameter 25 mm
- Pipes with diameters larger than 125 mm 40 mm

Use glass fibre insulation with a factory applied canvas finish.

Install a vapour barrier on all chilled water insulation using Foster Sealfas Coating 30-36 with Sealfas lagging cloth (or equally approved) embedded between coats, or similar approved equivalent. The vapour barrier shall have a permeance not exceeding 0,30 perms.

Seal all circumferential joints on the chilled water insulation with an approved sealant to the full thickness of the insulation during erection to prevent lateral migration of moisture vapour along the pipe when in service.

Seal all points where pipe supports are used or where the vapour barrier is broken due to cut-outs in the insulation, with Foster Foamseal 30-45, or similar approved equivalent.

Seal all circumferential and longitudinal laps of the canvas.

#### 3.4.4.2. INSULATION OF VALVES:

Insulate valves and fittings with a 25 mm thick non-asbestos plastic compound covered by a 15 mm thick layer of non-asbestos hard setting compound, trowelled to a neat, smooth and symmetrical finish or accommodated in a neat sheet metal cladding to suit the rest of the insulation.

### 3.4.5. ELECTRICAL

The existing DB in the plantroom must be used and connected to the chiller with the existing cable, after satisfying the *Employer's Agent* that the ratings of the cable and DB are sufficient. Contractor to verify that circuit breaker and cable sizes and ratings are correct.

### 3.4.6. INTEGRATION OF CHILLER SYSTEM CONTROL

There is a PC sum associated with this item. A system controller must be provided and integrated with those of the two other chillers to provide system control that optimises the duty and running cycles of the three chillers (master/slave control). The correct functioning of this must be demonstrated during commissioning.

### 3.4.7. CONTROLLER

- a. The controller must provide a night operation mode that ensures silent operation at night.
- b. All controls shall be contained in an IP 65 enclosure with a hinged access door. The microprocessor control module shall comprise of temperature and pressure sensors, replaceable printed circuit boards and a human interface panel. STOP and START switching shall be provided and the chiller shall automatically restart after a power failure. Alarm indication shall indicate whenever the control detects a fault requiring a manual reset. Fault indication shall be by means of digital display and an audible alarm.
- c. Unit safety controls, that activate shutdown, shall include high pressure cut-out, low pressure cut-out, low chilled liquid temperature cut-out, high motor and lubricant temperature cut-out; reset relays, loss of flow protection and motor overload protection. The control unit shall also activate shut-down in the event of an over or under voltage, single phasing or starter fault.
- d. The control unit shall also allow for the following adjustments: supply chilled water temperature set-point, upper and lower temperature differential around the set-point; daily schedule for start/stop and safety cut-outs for low ambient temperature, low liquid temperature, high discharge pressure and low suction pressure.

- e. Anti-short cycle timers shall prevent compressors from starting too frequently. Low temperature cut-out shall terminate unit operation if the leaving chilled water temperature falls too low. Condenser fan and compressor three phase motors shall be provided with reverse phase and motor overload protection.
- f. The human interface panel shall provide a keypad for monitoring, setting, editing and controlling purposes as well as a liquid crystal display that displays the following:
  - Supply and return chilled water temperatures
  - Hot water supply and return water temperature if applicable
  - Oil and refrigerant pressures
  - Chilled operation hours and number of starts of each compressor
  - Oil and refrigerant temperatures
  - Ambient temperature
  - Indication of the following trip conditions:
    - low liquid temperature cut-out
    - low suction pressure cut-out
    - high discharge pressure cut-out
  - Date and time of day
  - System status that includes the status of the anti-recycle timer, compressor run, set-points, accessory equipment (i.e. valves water pump etc.) and chiller.
  - Number of compressors running (if applicable)
  - Current (amperes)
  - Historical operating information.

**3.4.8. COMMISSIONING** of the chillers, the integrated control system and both the chilled and condenser water circuits must be carried out before handover. Testing and commissioning must be done by the supplier's service agent. The product supplier and *Employer's Agent* must witness the commissioning of the chillers and approve and sign off the result sheet.

**3.4.9** The installation of the chillers complete with all the necessary chilled/hot water piping connections, controls, electrics, rigging, sensors, commissioning, etc. and all other items not specially mentioned but required for a complete and working installation so as to fulfil the purpose of the Works (*Employer's objectives*), must be completed at sectional completion.

**3.4.10** The contractor shall draw up a **Program and Work Method** for the correct installation of the equipment. The Work Method shall be implemented. The commissioning of the equipment shall be witnessed by the Department of Health Representative. Health Department will approve the Work Method before any work commences. Work will only start once the Safety plan is handed in and approved by the *Employer's Agent*.

**Hold points:** *Contractor* must submit documentation, and/or obtain approvals at certain points known as hold points and may not proceed with work until approval has been obtained from *Employers Agent*. Hold points will be as follows:

1. Design selection data sheet from product supplier;
2. Chiller selection;
3. Diagram and statement describing integrated control system incorporating all three chillers;
4. Workshop drawing for the chillers that will be replaced showing connections and modifications to piping, position of chiller and electrical panels, also routing and sizing of pipes and cables;
5. Builder's work such as demolition, plinth, core drilling, roof modifications, walls and drains.
6. Work plan approved and signed off by facility management;
7. Health and Safety Plan;
8. Certificate of Compliance for each electrical panel and associated circuitry, and
9. Certificate of Conformance for mechanical system work.

**3.4.11** The chiller is part of a chilled water system supplying the hospital, and any interruption of this system carries large risks, including loss of life. Any proposed interruptions must be planned, shown on the programme and approved by the *Employer's Agent* before execution.

### 3.4.12 SCHEDULE OF DETAILED CHILLER SPECIFICATION DATA and DETAILS OF CONTRACTOR'S OFFER

Full manufacturers detailed data sheets, specific to the model and options selected, must be provided with tender, or tender will be disqualified. Information on manufacturers detailed data sheets will be taken into account and will take precedence over data incorrectly entered hereunder.

Figures supplied must be the <b>total for all units</b> , if more than one unit is offered.	<b>SPECIFICATION DATA</b>	<b>CONTRACTOR'S OFFER</b>
Make		
Qty. of units offered	One	
Model Number (give complete model designation number for options selected)		
Cooling Capacity (kW) +20/-8 kW, at Chilled Water 12°C/7°C Cond Water 30°C/35°C	270	
Minimum Cooling COP (kW/kW) Chilled Water 12°C/7°C Cond Water 30°C/35°C	4,9	
Qty and type of compressors	1 x Screw	
Refrigerant type	R134a	
No. of independent refrigerant circuits	1	
Evaporator type	Shell and tube	
Condenser type	Shell and tube	
Expansion Valve type	Electronic	
System Controller	Will integrate new chiller with existing two chillers	
Capacity Control	Continuous 25% - 100%	
Dimensions L x W x H (m)	3,5 x 0,8 x 1,9	

# WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS

## Red Cross Hospital - Chiller Replacement

### Works Information

#### **4. Constraints on how the Contractor Provides the Works**

The *works* are to be executed subject to the following constraints:

##### **4.1 Working Areas including sharing thereof by other contractors, staff, and members of the public**

*Employer's direct contractors*

The *Employer* may instruct work to be executed and installed in the *works* by one or more direct contractors, with the understanding that:

- The *Contractor* permits all such work by direct contractors;
- The type and extent of such work is described in the tender document, and the *Contractor* makes reasonable provision in his work program for such work;
- The payment of direct contractors is the responsibility of the *Employer*;
- A direct contractor is subject to reasonable controls as required by the *Contractor* and all direct contractors, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct contractors, are the direct responsibility of the *Employer*; and
- Normal working hours are from Monday till Fridays from 7h30 – 16h00.

##### **4.2 Site Conditions**

It will be required of the contractor to work on a fully functional facility. Extra care must be taken not to cause injury or harm to staff or visitors or to cause delays on the facility site.

Work areas must be made secure so that visitors cannot enter the construction site.

If electric tools are being used, it must be tested by the Workshop which will issue a document that the tools are safe to use inside the hospital. For all grinding, welding or flame work a hot work permit must be issued for that specific day.

##### **4.3 Occupational Hygiene & Safety**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All Contractors must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction

##### **4.4 Plant and Scaffolding**

The tenderer must provide all plant, scaffolding, crange, ladders, cables, etc., and must make do allowance in his tender therefore. The Tenderer shall allow in the Quotation for all labour, material, construction plant, temporary works and everything else necessary for the execution and completion of the Works in accordance with the Quotation documents. Only new material of high quality that conform to SABS standards will be used.

##### **4.5 Negligence**

Where any known facility/ service is damaged due to the Contractor's negligence, the Contractor will make good such damage or bear the cost of the repairs.

##### **4.6 Material and Work Quality and Tolerances**

All work shall be finished to a degree of accuracy and neatness as per specification or drawing. No poor-quality work or inferior materials will be accepted. Only new materials of high quality shall be used throughout and shall be subject to the approval of the *Employer's Agent*.

Unless specified in the Pricing Schedule, all materials shall conform in respect of quality, manufacture, tests and performance, with the requirements of the SABS standards or, where no such standards exist, they shall conform to the appropriate current specification of the British Standard Institution. Materials manufactured in South Africa shall be used wherever possible. Imported materials shall comply with the requirements of the relevant SABS or British Standard Specifications, although these materials need not necessarily bear the SABS



mark. Where no applicable SABS specification exists, all material must comply with the equivalent DIN, IEC, IP or BSS specifications or be of the quality as specified. All materials shall be suitable for the particular site conditions. These conditions shall include weather conditions as well as prevailing conditions during installation and subsequent permanent use. Should the materials or components not be suitable for use under temporary site conditions where applicable the *Contractor* shall provide at his own cost, suitable protection until these unfavourable site conditions cease to exist.

Uniformity - All items of the same make and type shall where at all possible be used throughout the installation, to ensure interchange ability and ease of maintenance. Deviation from the above will only be allowed after receiving approval in writing from the Chief Engineer, Directorate: Engineering and Technical Services.

The contractor shall obtain written approval from the Employer's Agent before major orders (>R5000) are placed.

#### **4.7 Materials & Tools**

The contractor shall satisfy himself of the continuous availability of materials required. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere. All tools and equipment must be provided by the Contractor to complete the maintenance or repair work, these to include chainsaws, hand saws and electrical tools like drills, angle grinder, saw etc.

#### **All hand tools for maintaining the building and civil infrastructure.**

Protective coating, brushes, solvents, etc.  
Ladders, scaffolding, harnesses and safety ropes.  
Safety equipment  
Cleaning tools and materials  
Respirator  
Safety goggles  
Working gloves

#### **4.8 Hours of Work**

The Contractor shall undertake to carry out the *works* during normal working hours. PRIOR arrangements for working outside normal working hours **MUST BE MADE** by the Contractor which must be approved in writing by, the User Department or CEO of the Institution. Such work done outside normal working hours shall be at the Contractor's own risk and costs. Normal working hours is from Monday till Fridays from 7h30 – 16h00.

#### **4.9 Site Security**

All *Contractor's* staff to report to the Workshop or designated facility representative before undertaking any servicing, repair or maintenance work. All staff must wear the company uniform or dress displaying the company Logo and must have Identification tags to display the company name, personnel name and photo.

#### **4.10 Rubbish & Waste**

All rubbish and waste arising from the work shall be removed by the Contractor on a daily basis before he/she leave the site to leave the site(s) and building(s) clean and tidy.

#### **4.11 Tender Documentation**

Should there be any discrepancies between the Specification in the Tender Documentation and the drawings or list of applicable documents in section 2 of this document, it should be clarified with Mr **Error! Reference source not found.** in writing. The latest revisions of any Specification or Code issued by the SABS/ISO or other Standards referred to in this Specification, will be applicable. This specification has preference over any additional documentation submitted by the Tenderer. Deviations from this specification will only be considered if indicated as such in this document. If the Tenderer wishes to clarify certain aspects of his offer, he may do so in an additional document that will be subject to the aforementioned preference.

#### **4.12 Registrations, Regulations & Standards**

Tenderers must be registered with the Building Industry Bargaining Council (BIBC) and provide the Certificate of Compliance issued by the BIBC in terms of Clause 6A of the Collective Agreement as published in Government Gazette No 22772 dated 1 November 2001. All work carried out by the Contractor shall comply with the South African Building Specifications as indicated in this contract.

**4.13 Terms of Payment and Structure of Contractor's Invoice**

All payment claims must be submitted by means of an invoice to the Employer's Agent for review and processing on a month-to-month basis for completed work activities at site. The invoice shall clearly indicate the tender number which is the order number, facility and project name. On addition the invoice will have an invoice number, date, contractor's company name, address and bank details.

The *Contractor* shall be requested at site handover to complete a Logis and Bas Registration form of which needs to be certified by the *Contractor's* Bank that his/her bank details are correct. This will enable Health Department to do electronic payments. (If the Contractor is not yet registered at Health) If you are not on the Western Cape Supplier Database (WCSD), please contact the Database Helpdesk on 0861 – 225 577 or 021 – 680 4666 ore-mail: [supplierdatabase@quadrem.com](mailto:supplierdatabase@quadrem.com)

**4.14 Compensation Events**

Compensation Events shall only be considered in isolated cases. All compensation events shall be approved in writing by the *Employer's Agent* for the *Contractor* to action.

**4.15 Construction Site & Plant & Equipment**

For safety purposes the construction site shall be cordoned off to secure the construction site when the Contractor starts with his/her work. The plant and equipment used on site shall not interfere with the activities of the facility or hospital or obstructing the entrances or road inside the buildings or on the premises. Flushable or chemical toilets shall be provided by the contractor to his/her workers during the contract period.

**4.16 Claims for Delays & Inclement Weather**

Rain and inclement weather claims will only be approved by the *Employer's Agent* if external works were to be carried out on the days claimed. No claims for inclement weather will be entertained if internal work activities (if any) could have been carried out during the specified period.

**4.17 Notices**

The Contractor shall install all notices required in terms of Statutory Regulations and shall amongst others, include the following:

- Prohibiting unauthorised persons from entering.
- Prohibiting unauthorised persons from handling or interfering with electrical apparatus.
- Directions and procedures to be followed in case of fire.
- Instructions for resuscitation of persons suffering from the effects of electrical shock.

**4.18 Storage of material**

The Contractor shall provide the necessary storage facilities to ensure that all material and equipment is safely stored and protected against any possible loss or damage. If storage is provided on-site, it will be used at own risk and no claims due to theft or damage of stored equipment will be entertained. The area shall be left neat and tidy at the conclusion of the contract.

**4.19 Sub-Contractors**

Unless specialist works are required as part of this contract, a *Contractor* shall not be permitted to subcontract more than 25% of this contract to another contractor, as per p.24: Clause 7-8. Any other circumstances require the *Contractor* to timeously notify the *Employer*, who will review the Contractor's application and provide feedback to the *Contractor* in writing. In all cases, the *Contractor* will be liable for all works, actions, etc. executed by the sub-contractor.

**4.20 Maintenance and Guarantee**

A building repair and/or a full paint manufacturer's maintenance and guarantee period of no less than 5 years shall commence from the date of site acceptance from the contractor (final completion). It is required that all work shall be serviced and checked in accordance with any relevant standard specification. Any damages to the building during the construction period will be for the contractor's account

**4.21 Viewing of Site**

Tenderers should note and take account of the nature of the site as no claims for additional expenses due to the nature of the site will be considered during the contract stage.

The tenderer must view the site, structures, etc. and acquaint him/herself thoroughly with the conditions under which the works are to be executed. Any conditions or defects which may adversely affect the execution and/or performance of the works is to be reported to the Engineer, in writing, before any work is put in hand, as no claim of whatever kind arising, out of his failure to do so, will be entertained.

Should any additional inspections of the site be required over and above the compulsory site meeting, the Tenderer shall be responsible for making arrangements with the Officer in charge of the site's electrical systems regarding the availability of the installation to the Tenderer for inspection for the purpose of preparing his tender.

#### **4.22 Availability of the System**

The on-going operational requirements of the Hospital should be taken into account at all times during the contract.

# WESTERN CAPE GOVERNMENT

## DEPARTMENT OF HEALTH AND WELLNESS

### Red Cross Hospital - Chiller Replacement

#### Works Information

#### **5. Requirements for the program**

- 5.1 The *Contractor* submits a first program to the *Employer* for acceptance within **two weeks** of receiving the notice of acceptance of the tender (letter of acceptance).
- 5.2 The *Contractor* shows on each program which he submits for acceptance
- the starting date, access date/s and the Completion Date,
  - planned Completion,
  - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
  - the order and timing of the work of the *Employer* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Works Information,
  - the dates when the *Contractor* plans to complete work needed to allow the *Employer* and others to do their work,
  - provisions for
    - float,
    - time risk allowances,
    - health and safety requirements and
    - the procedures as set out in this contract,
  - the dates when, in order to Provide the Works in accordance with this program, the *Contractor* will need
    - access to a part of the site if later than its access date,
    - acceptances,
    - Plant and Materials and other things to be provided by the Employer and,
    - information from others,
  - for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
  - other information which this Works Information requires the *Contractor* to show on a program submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a program to him for acceptance, the *Employer* either accepts the program or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a program is that
- the *Contractor's* plans which it shows are not practicable,
  - it does not show the information which this contract requires,
  - it does not represent the *Contractor's* plans realistically or
  - It does not comply with the Works Information.
- 5.4 When revising the program, the *Contractor* shows on each revised program
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
  - the effects of implemented compensation events,
  - how the *Contractor* plans to deal with any delays and to correct notified Defects and
  - any other changes which the *Contractor* proposes to make to the currently accepted program.
- 5.5 The *Contractor* submits a revised program to the *Employer* for acceptance
- within the period for reply after the *Employer* has instructed him to,
  - when the *Contractor* chooses to and, in any case,
  - at no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the works.
- 5.6 Acceptance of any program where anticipated Completion is shown to be later than the Completion Date, does not alter the Completion Date nor negate the *Contractor's* liability for *delay damages*.
- 5.7 All compensation event claims for events arising after the Completion Date which would not have had any effect if the contract had been completed by the Completion Date, remain the *Contractor's* risk.

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**Works Information**

**6. Services and other things provided by the *Employer***

Electricity and water is available on site.

Electricity and water access points may not always be in close proximity to the works. It is the responsibility of the contractor to supply his own extension cables/tools/piping to perform the necessary work and to ensure that all the necessary safety precautions are adhered to and that the use of these services is managed strictly to avoid wastage.

Alternatively the Contractor will be required to procure clean river water, where necessary, and a suitable portable power generator for the duration of the project.

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## Works Information

### **SCHEDULE 12: Works Information required from Contractor**

The *Employer* requires the following information pertaining to the work for this contract to be furnished at the time of tender. The tenderer must provide ALL the information as stipulated in this schedule.

Bill No. /Trade	Main products to be used	Complies with specification (indicate Yes/No)

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)

**WESTERN CAPE GOVERNMENT**  
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**Works Information**

**SCHEDULE 13: Amendments by Contractor**

The tenderer should record any amendments (i.e. deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Employer's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause F.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

**IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.**

PAGE / ITEM	CLAUSE / DESCRIPTION
	<b>NO ALTERATIONS/AMENDMENTS BY CONTRACTOR ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE.</b>

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)

# WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS

## Red Cross Hospital - Chiller Replacement

### Works Information

### **SCHEDULE 14: Contractor's Equipment schedule**

The tenderer must furnish the details of the equipment required for the execution of this contract. The tenderer must differentiate, where applicable, between Equipment immediately available, Equipment which will become available by virtue of outstanding orders, and Equipment to be acquired or hired for the *works* should the tenderer be awarded the contract.

EQUIPMENT DESCRIPTION (Type, size, capacity, etc)	AVAILABLE (A) ON ORDER (O) HIRED (H)	NUMBER OF

(Append separate page if not enough space, or enter NIL if nil)

<b>AUTHORISED SIGNATURE OF TENDERER</b>

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)





**WESTERN CAPE GOVERNMENT**  
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**Works Information**

**SCHEDULE 16: Contractor's proposed work program**

The tenderer must append a proposed work breakdown and program, reflecting the proposed sequence and rate of execution of the various activities comprising the work for the contract, to this schedule page.

This program must be in the form of a sufficiently detailed bar chart (Gantt chart) or similar acceptable time/activity form as per the Works Information reflecting the proposed sequence and rate/duration of the various activities and the quantities of work that will be carried out every week under each of the items comprising the work scope for this contract. Working hours for the execution of this contract must be indicated, and the program must clearly indicate project milestones where applicable and the critical path of the activities through the work schedule.

The tenderer must take into account all requirements as per the project specifications referenced in the Contract Data of this document when drawing up the program, as detailed below:

Requirements for the programme:

The *Contractor* needs to provide the *Employer* with a programme containing at least the following:

- a) Date of ordering the chiller;
- b) Date of chiller leaving factory in country of origin;
- c) Commencement date of site works and preparation;
- d) Starting and completion dates for building work ;
- e) Delivery date of chillers to site;
- f) Starting and completion dates for electrical work;
- g) Starting and completion dates for pipework;
- h) Completion date for each chiller;
- i) Commissioning starting and completion dates;
- j) Contractors planned sectional and final completion dates;
- k) Breakdown of the work to be done and time allocated to each task, including workshop drawings; and
- l) Key dates for the *Employer* to provide access and services, and other unforeseen items brought to the attention of the *Employer's Agent*.

5.2 Project management and works programme

- a) The Tenderer/*Contractor* shall jointly produce a works programme with the Facility Manager within ten (10) working days from accepting this contract.

**Details of the Contractor's proposed work program must be appended to this Schedule.**

<b>AUTHORISED SIGNATURE</b>

Date:.....

Number of Proposed Work Program pages appended by the tenderer to this Schedule: .....

**WESTERN CAPE GOVERNMENT**  
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**Works Information**

**SCHEDULE 17: Contractor's health & safety plan**

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall submit, appended to this Schedule, a detailed Health and Safety Plan in respect of the *works* in order to demonstrate the necessary competencies and resources to perform the *works* all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with include:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.
- Covid-19 Regulations and protocols to be complied with (PPE, sanitising, recording of daily temperature readings, and compulsory health questionnaire, record keeping, files, notices, social distancing, etc)

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

**The *Contractor* will only be given access to start work after approval of his detailed Health and Safety Plan, which must be submitted to the *Employer* within one week after award of this contract.**

<b>AUTHORISED SIGNATURE OF TENDERER</b>
---

Date:.....

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL)

**WESTERN CAPE GOVERNMENT**  
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**Part C4: Site Information**

Site Information

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**Description of the Site:**

**The address of the site where the works will be carried out is:**

Red Cross Hospital (Boiler House)  
48 Klipfontein Road  
Rondebosch, cape Town

**Contact person in the area:**

Mr. Kimesh Chauhan  
Designation: Deputy Director: Engineering & Technical Support  
Tel: 021 658 5416  
073 942 0552

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**Appendix: Drawings, schematics & annexures**

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix contains the annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

**PLEASE NOTE:**

**ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he acquires and considers all the items referenced in this document in the preparation of his tender, which is the assumption when tenders are evaluated.**

Annexures A (plantroom) and B (site plan) consisting of two pages.