

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION SECTION 2 OF VOLUME 1

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

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Tender Number: ZNTM01259W

CIDB Grading: 9GB

ECDP Number: N/A

Project Code: WIMS 044044

Document Date: 19 January 2026

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD



KWAZULU-NATAL PROVINCE
 PUBLIC WORKS & INFRASTRUCTURE
 REPUBLIC OF SOUTH AFRICA

**SECTION 1 OF VOLUME 1
 THE TENDER**

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SECTION 4 OF VOLUME 1

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IMPORTANT NOTICE TO TENDERERS

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

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

No alternative Tenders will be accepted.

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

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

TENDERERS TO NOTE:

1. The Department reserves the right not to award to the lowest bidder.
2. In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.
3. No late arrivals will be admitted to the tender briefing meeting.
4. Bidders who attend without a bid document (Hard Copy) will not be allowed to the briefing.
5. Site Inspection certificates will not be issued at the Tender briefing meeting.
6. The Site Inspection certificate must be signed and stamped by the Department representative as proof of attendance, should it not be signed your tender document will be disqualified.
7. Late submissions will not be accepted.
8. Faxed or e-mailed bids are not accepted.
9. Only Bidders registered within the applicable CIDB grading and Central Suppliers Database will be eligible to submit bids.
10. Bidders who are downloading the Bid Document and BOQ from the E-tenders portal can either submit their priced BOQ as a hard copy or on a memory stick (at the cost of the bidder) together with their bid document at time of close of bid.
11. Bidders who are purchasing their documents from the Department will be provided with a memory stick with the BOQ which must be completed and returned together with their Bid Document at the time of close of bid.
12. The project will involve CIDB Build Program, therefore the Bidder must comply as per (Gazette No48491 28 April 2023).
13. The Preference points system applicable for this bid is 90/10, where 10 points of specific goals will be allocated as follows:
Ownership by Women – 3, Ownership by Youth – 4, Promotion of Enterprise located in a specific Municipal area (Ugu) for work done or services to be rendered 3: 10 Points



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

THE CONTRACT



PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

C1 - AGREEMENT AND CONTRACT DATA



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

Tender No - ZNTM01259W

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

C.1.1 - FORM OF OFFER AND ACCEPTANCE

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

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



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:
 with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

Tender no: ZNTM01259W

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

The contractor shall achieve in the execution of this contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Published in Government Gazette No 48491)

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this **agreement**.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15]	<p>Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal) Postal address: <i>Private Bag X 9041</i> PIETERMARITZBURG 3200 Tel: 033 - 8971399 Fax: 033 - 8971300</p> <p>[1.2.1.2] Physical address: 191 Prince Alfred Street PIETERMARITZBURG 3200</p>
[1.1.1.16]	<p>Employers Agent 1 Artek 4 Architects (KZN) cc Agent's service: Architect Postal address: PO Box 52561, Moore Road Durban 4083 Tel: 031 201 0445 Fax: 031 201 6609</p>
	<p>Employers Agent 2 TVA Quantity Surveyors & Associates cc Agent's service: Quantity Surveyor Postal address: 16 Barnstable Road Southbroom 4277 Tel: 039 315 1962 Fax: n/a</p>
	<p>Employers Agent 3 Drennan Maud cc Agent's service: Structural & Geotechnical Engineer Postal address: Unit 3, Gayridge Business Park 2, 13 Wingate Avenue MARGATE 4275 Tel: 039 312 2588 Fax: 086 602 7553</p>
	<p>Employers Agent 4 Royal Haskoning DHV Agent's service: Civil Engineer Postal address: 30 Montrose Park Boulevard, Victoria Country Club Estate Montrose 3201 Tel: 033 328 1000 Fax: 033 328 1005</p>

Tender no: ZNTM01259W	
	<p>Employers Agent 5 TJ Nel & Associates</p> <p>Agent's service: Electrical Engineer</p> <p>Postal address: PO Box 2533 Margate 4275</p> <p>Tel: 083 265 9623 Fax: n/a</p>
	<p>Employers Agent 6 Maresh Khoosal & Associates</p> <p>Agent's service: Mechanical Engineer</p> <p>Postal address: PO Box 58 Hilken Drive Umhlanga Rocks 4319</p> <p>Tel: 031 536 8306 Fax: 031 536 8276</p>
	<p>Employers Agent 7 KDS Health & Safety Consultant</p> <p>Agent's service: Health & Safety</p> <p>Postal address: 60 Chester Road, Malvern Durban 4093</p> <p>Tel: 031 464 8091 Fax: n/a</p>
	<p>Employers Agent 8 JL Clarkson Land Surveyor</p> <p>Agent's service: Land Surveyor</p> <p>Postal address: P O Box 1158 Hillcrest 3650</p> <p>Tel: 031 765 2631 Fax: n/a</p>
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	<p>Defects Liability Period</p> <p>The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works</p>
Latent Defect Period	
[5.16.3]	The latent defect period is: <input type="text" value="5 years after the Final Approval Certificate"/>
Documentation required before Commencement of the Works:	
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan <input type="text" value="The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date."/>
[5.6]	Initial Programme <input type="text" value="The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date."/>
[6.2]	Guarantee <input type="text" value="The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date."/>
[8.6]	Insurance <input type="text" value="The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date."/>
	Cash flow by contractor <input type="text" value="The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date."/>
	Priced Bill of Quantity <input type="text" value="The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date."/>
	Programme <input type="text" value="The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3"/>
	Other requirements <input type="text"/>
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: <input type="text" value="14"/> calendar days

[5.5.1] [5.13.1]	For the works as a whole: The whole of the works shall be completed within:	<table border="1"> <tr> <td style="text-align: center;">30</td> <td>Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td> </tr> <tr> <td colspan="2" style="text-align: center;">To be determined</td> </tr> <tr> <td colspan="2" style="text-align: center;">0.04% of the Contract Price, rounded to the nearest R10</td> </tr> </table>	30	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).	To be determined		0.04% of the Contract Price, rounded to the nearest R10	
30	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).							
To be determined								
0.04% of the Contract Price, rounded to the nearest R10								
[5.5.1] [5.13.1]	For the works in sections: The date for practical completion from the commencement date and the penalty per calendar day: Portion 1: 3 Calendar Months 0.04% of the Contract Price, rounded to the nearest R10 Portion 2: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 3: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 4: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 5: N/A 0.04% of the Contract Price, rounded to the nearest R10 Portion 6: N/A 0.04% of the Contract Price, rounded to the nearest R10							
[1.3.2]	The law applicable to this agreement shall be that of the:	Republic of South Africa						
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is:	80,00%						
[6.10.3]	Percentage retention on amounts due to contractor is:	<table border="1"> <tr> <td colspan="2" style="text-align: center;">The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</td> </tr> </table> Maximum retention is: 0,00% of the Contract Price	The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.					
The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.								
[6.8.1] [6.8.2] [6.8.3]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the <u>construction period exceeds 6 months and the contract exceeds R1,000,000.00</u> , be subject to a Contract Price Adjustment Factor.	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items." Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.						
[5.14.5]	The following clause must be added to clause 5.14.5:	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.						
[10.5] [10.5.3] [10.9.1]	The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is:	<table border="1"> <tr> <td style="text-align: center;">One</td> </tr> </table> Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."	One					
One								
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto: <ol style="list-style-type: none"> Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted. Alternative Indices: Not Applicable	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition						
[1.1]	Clause [1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data .							

	<p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
	<p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
[1.1.1.16]	ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer . In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data . (Hereafter referred to as Engineer)
[1.1.1.21]	GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
[4.4.1]	Add the following to the clause 4.4.1: <i>"The Contractor shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</i>
[6.2.1]	Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".
[6.10.6.2]	Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>"only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i>
[5.12.3]	<p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p><i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i></p> <p>5.12.3.1 <i>Failure to give possession of the site to the contractor.</i></p> <p>5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i></p> <p>5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i></p> <p>5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i></p> <p>5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i></p> <p>5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</i></p> <p>5.12.3.7 <i>Insolvency of a nominated subcontractor.</i></p> <p>5.12.3.8 <i>A direct contractor.</i></p> <p>5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i></p> <p>5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i></p> <p>5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i></p> <p>5.12.3.12 <i>Suspension of the works."</i></p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause <i>"5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</i>
[6.2.2]	<i>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i>
[6.2.2]	Replace the following <i>"..it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."</i> with <i>"..it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</i>
[6.2.3]	Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance"</i>
[9.3.2.2]	<p>Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i></p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 and replace with "Employer".</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer.</p>

MANAGING PROJECT DURATION

- (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.
- (b) Activity and total float shall belong to the Employer.
- (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.

It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE

- (a) The Inclement weather will be claimed according to general conditions of contract GCC 2010 2nd Edition
- (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
 - (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
 - (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.

9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description	Months					Total
	Sept	Oct	Nov	Dec	Jan	
	Hours	Hours	Hours	Hours	Hours	Hours
Programmed Rain days	0	30	30	15	15	90
Actual Rain days	16	22	35	15	18	106
Difference	-16	8	-5	0	-3	-16
Estimated Extension of time - in working days						2

8 hrs/day*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: **ZNTM01259W** **Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:**

POST-TENDER INFORMATION

Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

1 CONTRACT DETAILS

[1.1.1.9] **Contractor Name:**

[1.2.1.2] **Postal address:**

.....

Tel no Fax no

Tax / VAT Registration No: e-mail

Physical address:

.....

.....

[1.1.1.10] The accepted **contract price** inclusive of **tax** is R :

[Amount in words]

.....

Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

The preliminaries amounts shall be paid in terms of:

*Alternative A	Yes
**Alternative B	N/A

* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;
 10% of the General Items/Preliminaries amount shall not be varied
 15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum
 75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

Alternative A

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the initial Construction Period

Sectional Completion : Subdivision of Preliminaries Costs

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

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

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

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

or

YES yes / no

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO yes / no

The contractor is informed that only option 'A' shall apply

2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced **Bills of Quantities:**

Yes

No

Lump Sum document:

Yes

No

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable

YES or NO

2.3 DRAWINGS

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

YES or NO

2.4 DESIGN PROCEDURES

Not applicable

YES or NO

Contract drawings:

Yes

No

Other documents:

Waiver of the Contractors lien or right of continuing possession is required.

GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

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

(i) cash deposit of 10 % of the Contract Price

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

✓

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....onof.....20.....

Name of signatory

for and behalf of the **Employer** who by signature hereof

Capacity of signatory

as Witness.

Thus done and signed at.....onof.....20.....

Name of signatory

for and behalf of the **Contractor** who by signature hereof

Capacity of signatory

as Witness.



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

C1.3 - FORM OF GUARANTEE

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

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

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNTM01259W

Project Code WIMS 044044

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

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

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD**

"Site" means: _____

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: 10% _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3,1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3,2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4,1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2:
 - 4,2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4,3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5,1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5,2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5,3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____

Date _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD		
Tender no:	ZNTM01259W	Project Code:	WIMS 044044

C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
1	<p>MASSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.</p>

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

10	<p>BROAD BASED BLACK ECONOMIC EMPOWERMENT</p> <ol style="list-style-type: none"> 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender. 				
11	<p>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</p> <ol style="list-style-type: none"> 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" data-bbox="159 1209 1394 1344"> <tr> <td data-bbox="159 1209 630 1265">Name of Supplier</td> <td data-bbox="630 1209 1394 1265"></td> </tr> <tr> <td data-bbox="159 1265 630 1344">Central Supplier Database (CSD) Supplier Number:</td> <td data-bbox="630 1265 1394 1344"></td> </tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	<p>TAX CLEARANCE REQUIREMENTS</p> <p>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> 1. In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders. 2. SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. 6. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. <table border="1" data-bbox="159 2060 1394 2177"> <tr> <td data-bbox="159 2060 518 2116">Security PIN Number</td> <td data-bbox="518 2060 1394 2116"></td> </tr> <tr> <td data-bbox="159 2116 518 2177">Company / Entity Tax Reference Number</td> <td data-bbox="518 2116 1394 2177"></td> </tr> </table>	Security PIN Number		Company / Entity Tax Reference Number	
Security PIN Number					
Company / Entity Tax Reference Number					

13	DEVELOPMENT OF SKILLS THROUGH INFRASTRUCTURE CONTRACTS
	<p>The contractor shall achieve in the execution of this contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Published in Government Gazette No 48491)</p>
14	BILLS OF QUANTITIES/LUMP SUM DOCUMENT <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>
15	VALUE ADDED TAX <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>
16	FIXED PRICE CONTRACT <p>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:</p> <p>Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

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

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

**BILL NO. 1
 C2 .2 PRELIMINARY AND GENERAL**

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

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

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

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

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

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

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

		UNIT	QUANTITY	RATE	AMOUNT
E10	<p>IMPORT PERMITS AND DUTIES</p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	<p>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of additional items.</u></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E12	<p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>E12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour-intensive construction methods on elements where it is economical and feasible. The number of jobs estimated to be created is a minimum of 228 unskilled labour.</p> <p>It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-skilled and Unskilled). The contractor shall in consultation with the local community leaders (Project Steering Committee) with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible, to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty / Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meets contractor's requirements</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>E12.1 b Employment requirements Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the following employment requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 60% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p> <p>E12.1 c Labour rate and payment intervals The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to those EPWP beneficiaries that are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled, are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled labour shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p> <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must be a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> <p>E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP.</p> <p>"Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>Due to the nature of the work involved, this type of project lends itself to be feasible as a labour-intensive project i.e. the construction activities will indeed require skilled / unskilled labour.</p> <p>The aim of the project is to provide some form of economic benefit whilst generating and increasing the acquired skills shortage to improve sustainability in the local area. The following are potential focus areas where employment creation can be optimized per project :</p> <p>(i) Trenching works not exceeding depths of 1,5m including trenching for foundations, electrical, water, mechanical and civil services Works including backfilling where ground conditions permit</p> <p>(ii) Building works : all masonry works (which include concrete mixing on site; brickwork; blockwork; plastering; screed works; jointing; etc); painting, plumbing; ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>(iii) Sewer works including construction of manholes, laying of sewer pipes, bedding, backfilling and compaction</p> <p>(iv) Water reticulation works including excavation, bedding, laying of pipes and compaction</p> <p>(v) Site clearance works</p> <p>(vi) Electrical reticulation works</p> <p>(vii) Stormwater drainage using in-situ concrete</p> <p>(viii) Landscaping and grassing of sport fields</p> <p>(ix) Cleaning and fencing works</p> <p>The above identified activities are deemed suitable to be constructed using the LIC methods; to build, upgrade and maintain the social and economic of the underdeveloped area, promoting community participation, development of skills and creating more work opportunities.</p> <p>The above identified activities should be marked in the Bills of Quantities with the letter (LI). Contractor to price the above items in the Bills of Quantities bearing in mind that they are regarded as the main sources of job creation, whether sub-contracted or undertaken by the main contractor.</p> <p>The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand.</p> <p>Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.</p> <p>F:..... V:..... T:.....</p> <p>E12.3 RECORD KEEPING</p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress meetings; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p> <p>E12.4 EPWP Monthly Report documents:</p> <p>At the end of each month the contractor must submit :</p> <ol style="list-style-type: none"> 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly acknowledgement of receipt of payment 4. Worker monthly Payment register 5. Worker monthly training form 6. Monthly attendance register 7. Worker Monthly pay slips 8. Unskilled labour certified ID copies (once off) 9. Beneficiary ID-size photos 10. Proof of UIF 11. Proof of COIDA <p>F:..... V:..... T:.....</p> <p>E12.5 EPWP Promotion</p> <p><u>12.5.1 EPWP signage board</u></p> <p>EPWP Program at the project level shall always be promoted through the provision of projects signage board that embraces EPWP logo at the bottom, correct measurement for this sign board will be provided by the project leader during the site hand over meeting</p> <p>F:..... V:..... T:.....</p> <p><u>12.5.2 Branding of labour apparel</u></p> <p>Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP acronym at the back as an ideal and cost effective means of promoting program on site.</p> <p>The contractor is advised to price for both item 12.5.1 and 12.5.2</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>E12.6 COMMUNITY LIAISON OFFICER (CLO)</p> <p><u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u></p> <p>The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto. 9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time. 10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time. <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT													
<p>E12.7 SKILLS DEVELOPMENT ON SITE</p> <p>Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 Sub Contracting for local emerging enterprises</p> <p>The project can support the notion of one main contractor to be appointed whilst several subcontractors, possibly from the local Small, Medium and Micro Enterprises (SMME) group, are employed to undertake various smaller activities</p> <p>Two alternatives can be applied for setting out work for sub-contractors, i.e full responsibility (provide their own plant, materials and labour) or secondly the main contractor remains responsible for the supply of plant and materials, while the sub-contractor is responsible for implementation, thus providing the skills and labour content only for the various construction activities</p> <p>The contractor will be required to appoint a reasonable number of emerging sub-contractors to undertake work to the minimum of 30% of the contract value on the various service areas but not limited to the following services :</p> <table border="1" data-bbox="185 1435 1019 1798"> <thead> <tr> <th>Item</th> <th>Description/Task/Activity</th> </tr> </thead> <tbody> <tr> <td rowspan="7">General Building works</td> <td>Masonry</td> </tr> <tr> <td>Carpentry and Joinery</td> </tr> <tr> <td>Floor finishes/Tiling</td> </tr> <tr> <td>Paintwork</td> </tr> <tr> <td>Joinery fittings</td> </tr> <tr> <td>Plumbing (internal & external)</td> </tr> <tr> <td>Plastering</td> </tr> <tr> <td rowspan="2">Civil works</td> <td>Paving</td> </tr> <tr> <td>Landscaping</td> </tr> </tbody> </table> <p>This percentage excludes the costs of employing local unskilled labour. A minimum of 30% of the total number of the appointed emerging sub-contractors must be owned by females who have more than 50,1% ownership of their company / organisation. SMME represent an important vehicle to address the challenges of job creation, economic growth and equity in our country. SMME's are playing a critical role in absorbing labour, penetrating new markets and generally expanding economies in creative and innovative ways.</p> <p>F:..... V:..... T:.....</p>	Item	Description/Task/Activity	General Building works	Masonry	Carpentry and Joinery	Floor finishes/Tiling	Paintwork	Joinery fittings	Plumbing (internal & external)	Plastering	Civil works	Paving	Landscaping	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p><u>E12.8.1 Sub Contractor Procedures</u></p> <p>The recommendation will be that the contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be sub-contracted. The tenders received are then evaluated by both the employer and the contractor. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor</p> <p>The Contractor shall without delay enter into contract with the successful tendering sub-contractor based on their accepted tender submission</p> <p>This will promote the cost effective participation and development of smaller registered contractors in larger valued contracts without losing single point of accountability for projects. This will allow the emerging contractors to tender for work in a fair, transparent and equitable manner rather than having to negotiate such contracts with the main contractor. Also guarantees the participation of contractors registered in lower contractor grading designation.</p> <p>F:..... V:..... T:.....</p> <p><u>E12.8.2 Sub Contractor Mentoring</u></p> <p>Once the sub-contractors have been identified and engaged, the Contractor shall closely monitor their performance in the execution of their contracts.</p> <p>The Contractor will be responsible for drawing up an implementation plan that will assist in managing the development of sub-contractors undertaking Labour Intensive work.</p> <p>The Contractor will be responsible for management of the sub-contractors and to ensure that they comply with all EPWP requirements as set out in this specification.</p> <p>The Contractor and sub-contractors will be required to compile monthly progress reports to be submitted with payment certificates. The reports shall include planned targets with regards to the works and employment, employment of EPWP beneficiaries and project expenditure. Failure to produce monthly reports will render payment certificates incomplete.</p> <p>The Contractor will be required to assist, train, mentor and monitor its sub-contractors and report through monitoring tools on progress of each sub-contractor.</p> <p>F:..... V:..... T:.....</p> <p><u>E12.8.3 Portfolio of Evidence</u></p> <p>The Contractor is to develop and / or maintain a portfolio of evidence for each sub-contractor. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and monitoring inputs provided to the sub-contractor. It is the document which records the development progress of the sub-contractor and will need to be updated continually throughout the duration of the contract.</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p>The Portfolio of Evidence should include but not be limited to the following</p> <ol style="list-style-type: none"> 1. The development path designed for each sub-contractor 2. The Training course completed by the sub-contractor 3. The hours of guiding, coaching and mentoring received for each activity listed in the developmental plan 4. A list of outcomes achieved at each level for each activity <p>F:..... V:..... T:.....</p>	Item			
<p><u>Performance and Penalties</u></p> <p>The Contractor's performance will be monitored throughout the contract. Should the Contractor fail to fulfil his obligation he will be liable for penalties. Payment of the penalty shall not absolve the Contractor of any claim or relieve the Contractor of any of his duties, obligations or responsibilities under the contract</p> <ol style="list-style-type: none"> 1. Utilisation of the sub-contractors <p>The Contractor's achievement of the targets will be measured quarterly to determine the progress made to date</p> <p><u>E12.8.4 Local Suppliers</u></p> <p>Local material suppliers within the vicinity of the site to be utilised as long as their materials meet the required specification. However, quality and suitability would have to be checked by the employer, if the local suppliers are unable to meet the demand the nearest suitable suppliers are to be used.</p> <p>Production of materials should be done on site, where economies of scale allow eg. concrete paving blocks should be encouraged which will enable employment creation and also allow for enterprise development.</p> <p>F:..... V:..... T:.....</p>	Item			
<p><u>E 12.8.5 Tenderer's to Note Conditions</u></p> <p>a) The contract to be entered into between the Contractor and the Priority Population Groups (PPG's) will be a LABOUR and MATERIAL sub-contract or a LABOUR ONLY depending on the Contractor and sub-contractor agreement.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>F:..... V:..... T:.....</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>F:..... V:..... T:.....</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available, the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><u>CO-ORDINATION AND SUPERVISION</u></p> <p>The Contractor is to co-ordinate and supervise the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed directly by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access for the PPG's, where required, to carry out their work in an efficient manner and acceptable quality standards in accordance with the specifications as no claims for extras in this connection will be entertained.</p> <p><u>ATTENDANCE</u></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p>E12.9 EPWP CONTRACT FOR LABOUR</p> <p>It is compulsory that shortly after the Contractor and or sub-contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials.</p> <p>F:..... V:..... T:.....</p> <p><u>C12.10 EPWP Scope of Work for this Project</u></p> <p>Contractors are to price the items on the Bills of Quantities highlighted below, bearing in mind that they are regarded as main sources of job creation, whether sub-contracted or undertaken by the main contractor.</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p>Elements of the scope of work where application of Labour Intensive Construction methods are indicated with the letters (LI) are as follows :</p> <p>(i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>(ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>(iii) Painting; Plumbing; Ironmongery; Roof Cladding; Glazing; Tiling; Carpentry; Flooring; Waterproofing; etc.</p> <p>(iv) External works such as landscaping; cleaning; paving; fencing; tarmac; etc.</p>				
E13	<p>HIV/AIDS AWARENESS</p> <p>Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)</p>				
E13.1	<p>Provide and maintain a condom dispenser in terms of Clause 5.1a)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.2	<p>Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.3	<p>HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;</p> <p>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.4	<p>Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.5	<p>Reporting</p> <p>Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).</p> <p>F:..... V:..... T:.....</p> <p><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i></p>	Item			
E14	<p>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</p> <p>Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 3 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"</p> <p>F:..... V:..... T:.....</p>	Item			
E15	<p>NOTICE BOARD, SITE OFFICE, ETC.</p> <p>Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
E16	<p>IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment .</p> <p>F:..... V:..... T:.....</p>	Item			
E17	<p>CONTRACT DOCUMENTS</p> <p>The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.</p> <p>F:..... V:..... T:.....</p>	Item			
E18	<p>GENERAL PREAMBLES</p> <p>The Document Preambles will be the “ASAQS Model Preambles for Trades – 2008” and is obtainable from the various Regional Office’s of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>	Item			
E19	<p>TRADE NAMES</p> <p>Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders.</p> <p>F:..... V:..... T:.....</p>	Item			
E20	<p>EXISTING PREMISES OCCUPIED</p> <p>Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E21	<p>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</p> <p>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p>	Item			
E22	<p>VIEWING THE SITE IN SECURITY AREAS</p> <p>If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes.</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
E23	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p>	Item			
E24	<p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p> <p>F:..... V:..... T:.....</p>	Item			
E25	<p>SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p> <p>F:..... V:..... T:.....</p>	Item			
E26	<p>PROHIBITION ON TAKING PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>F:..... V:..... T:.....</p>	Item			
E27	<p>Management of Water</p> <p>Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.</p>				
E28	<p>DEVELOPMENT OF SKILLS THROUGH INFRASTRUCTURE CONTRACTS</p> <p>The contractor shall achieve in the execution of this contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Published in Government Gazette No 48491)</p> <p>F:..... V:..... T:.....</p>	Item			
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SECTION 1		
SUMMARY – PRELIMINARY & GENERAL		
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Section No. 1 Preliminary & General Summary		



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

PART C2.3 BILL OF QUANTITIES