

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS**



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS & INFRASTRUCTURE  
REPUBLIC OF SOUTH AFRICA**

**QUOTATION DOCUMENT**

with JBCC Minor Works Agreement - 4th Edition

for projects R 1 to R 1000 000

**SERVICE DESCRIPTION :**

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE:  
MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**

**Employer:**

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

KZN Department of Public Works  
Private Bag X9041  
**PIETERMARITZBURG**  
3200

**Contact :**

**Project Leader:** Mr M.R Nzimande  
**Telephone number:** 0674152440  
**WIMS No.:** 054916  
**Quotation Number:** ZNTD06125W  
**CIDB Registration Number:** \_\_\_\_\_  
**Central Suppliers Database No.:** \_\_\_\_\_

**Regional \ District Office:**

iLembe District Office  
1Saunders Street  
KwaDukuza  
4450  
**Tel No:** 033 260 3800  
**Fax No:** 032 481 2935  
**Contract Period (03) Months**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE  
MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**



## TABLE OF CONTENTS

### THE QUOTATION

#### 1. **PART T1: QUOTATION PROCEDURES**

Page/s

T1.1	Bid Notice and Invitation to Quote (T1.1)	4
T1.2	Quotation Data (T1.2)	4
T1.3	Annexure C - Standard Conditions of Quote (T1.3)	10
T1.4	Annexure to Notice and Invitation to Quote (T1.4)	1

#### 2. **PART T2: RETURNABLE DOCUMENTS**

T2.1	Submission of Compulsory Returnable Schedules (T2.1)	2
T2.2	Compulsory Enterprise Questionnaire (T2.2)	3
T2.3	Authority to sign Quote (T2.3)	1
T2.4	Financial Standing and other Resources of Business Declaration (T2.4)	1
T2.5	Equipment Schedules applicable (T2.5)	5
T2.6	Contractors Health & Safety Declaration (T2.6)	1
T2.7	Site Inspection Certificate (T2.7)	1
T2.8	Proof of UIF Registration (T2.8)	1
T2.9	Preference Points Claim Form (T2.9)	5
T2.10	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	1
T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)	1
T2.12	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	1
T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	1
T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	1
T2.15	Bidder's Disclosure - SBD4 (T2.15)	3
T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
T2.17	Base Line Risk Assessment (T2.17)	2
T2.18	Capacity of Bidder (T2.18)	1
T2.19	Functionality Criteria (T2.19)	2
T2.20	Invitation to Bid - SBD 1 (T2.20)	2

### THE CONTRACT

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

C1.1.	Form of Offer and Acceptance (C1.1)	3
C1.2.	Contract Data (C1.2)	5



## PART T1: QUOTATION PROCEDURES

### T1.1 Quotation Notice and Invitation to Quote

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:

Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Contract period	3 Months
Advertisement date:	15/09/2025	Closing date:	19/09/2025
Closing time:	11:00	Validity period:	84 Calendar Days

It is estimated that Bidders should have a CIDB contractors grading designation of 1ME or Higher, No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input type="checkbox"/>	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (1ME or Higher) and satisfy the criterion stated in the Quotation Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered If "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
--------------------------	---

Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

<input checked="" type="checkbox"/>	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 1ME or Higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit Quotations provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 1ME or Higher, class of construction work.</li> <li>"the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 1ME or Higher, class of construction work."</li> </ol>
<input checked="" type="checkbox"/>	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
<input checked="" type="checkbox"/>	Authority to sign Quote (T2.3)
<input checked="" type="checkbox"/>	Financial Standing and other Resources of Business Declaration (T2.4)
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules (T2.1)
<input checked="" type="checkbox"/>	Site Inspection Certificate (T2.7)

<b>Price / Quality:</b>	
Price:	80
Preference by means of SPECIFIC GOALS	20
<b>Total must equal (100%):</b>	<b>100</b>

### 1. The Specific Goal/s Allocated Points in terms of this tender:

**Preference points system:**

Preferences are offered to Tenderer's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People  Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	20
2		
3		
4		
5		
6		
7		



**QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:**

DOPW Project Leader:	Mr M.R Nzimande	Telephone no:	033 260 3800
Cell no:	067 415 2440	Fax no:	032 481 2935
E-mail:	Mbongeni .nzimande@kznworks.gov.za		

**QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:**

DOPW Project Leader:	Mr M.R Nzimande	Telephone no:	033 260 3800
Cell no:	067 415 2440	Fax no:	032 481 2935
E-mail:	Mbongeni .nzimande@kznworks.gov.za		

**QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:**

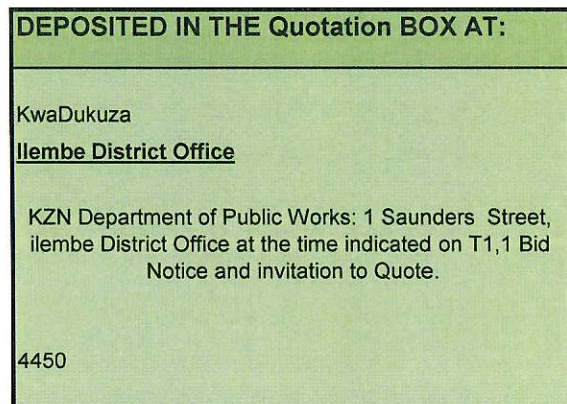
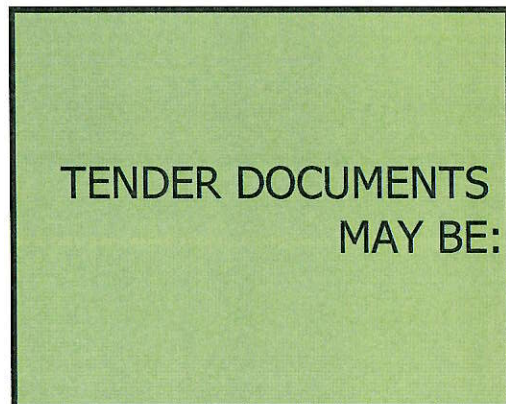
Safety Officer:	Sbusiso Khoza	Telephone no:	033 260 3800
Cell no:	083 408 5056	Fax no:	032 481 2935
E-mail:	sbusiso.khoza@kznworks.gov.za		

**DEPOSIT / RETURN OF QUOTATION DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic, posted and / or late Quotations will **not** be accepted.

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

All Quotation documents must be submitted on the official forms - (not to be re-typed)



T1.2 QUOTATION DATA			
<b>Project title:</b>	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
<b>Project Code:</b>	054916		
<b>Quotation no:</b>	ZNTD06125W	<b>Closing date:</b>	19/09/2025
<b>Closing time:</b>	11:00	<b>Validity period:</b>	84 Calendar Days
<b>Clause number:</b>			
	<p>The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation".</p>		
<b>C.1.1</b>	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
<b>C.1.2</b>	<p>The quotation documents issued by the employer comprise:</p> <p><b>Part 1: Quotation procedures</b></p> <p>T1.1 Bid Notice and Invitation to Quote (T1.1)</p> <p>T1.2 Quotation Data (T1.2)</p> <p>T1.3 Annexure C - Standard Conditions of Quote (T1.3)</p> <p>T1.4 Annexure to Notice and Invitation to Quote (T1.4)</p> <p><b>Part 2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Compulsory Enterprise Questionnaire (T2.2)</p> <p>T2.3 Authority to sign Quote (T2.3)</p> <p>T2.4 Financial Standing and other Resources of Business Declaration (T2.4)</p> <p>T2.5 Equipment Schedules applicable (T2.5)</p> <p>T2.6 Contractors Health &amp; Safety Declaration (T2.6)</p> <p>T2.7 Site Inspection Certificate (T2.7)</p> <p>T2.8 Proof of UIF Registration (T2.8)</p> <p>T2.9 Preference Points Claim Form (T2.9)</p> <p>T2.10 Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)</p> <p>T2.11 Proof of Paid Municipal Rates and Taxes (T2.11)</p> <p>T2.12 Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)</p> <p>T2.13 Contract Form - Purchase of Goods/Works-Part 1 (T2.13)</p> <p>T2.14 Contract Form - Purchase of Goods/Works-Part 2 (T2.14)</p> <p>T2.15 Bidder's Disclosure - SBD4 (T2.15)</p> <p>T2.16 Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)</p> <p>T2.17 Base Line Risk Assessment (T2.17)</p> <p>T2.18 Capacity of Bidder (T2.18)</p> <p>T2.19 Functionality Criteria (T2.19)</p> <p>T2.20 Invitation to Bid - SBD 1 (T2.20)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (C1.1)</p>		



<b>Quotation no: ZNTD06125W</b>	
<b>Part C2: Pricing Data</b>	
C2.1	Pricing Instructions
C2.2	Pricing Schedule
C2.3	Preliminary and General - EPWP (If applicable)
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)
<b>Part C3: Scope of Works</b>	
C3.1	Scope of Works
C3.2	Specifications for HIVSTI Awareness
C3.3	HIV/STI Compliance Report
C3.4	EPWP Scope of Works (If Applicable)
<b>Part C4: Site Information</b>	
C4.1	Site Information
C4.2	EPWP Employment Contract
<b>Part C5: Drawings</b>	
C5.1	List of Drawings
C5.2	ANNEXURES
Annexure 1	Model Preambles for Trades 2008
Annexure 4	Map of submission locations
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 5	Joint Venture Agreement
Annexure 7	Health and Safety Bill of Quantities
Annexure 9	Additional Specification - EPWP Beneficiary
Annexure 10	EPWP Employment Contract
Annexure 6	Occupational Health and Safety Specification
<b>C.1.4</b>	<p>The Employer's agent is:</p> <p>Name: <b>Mr M.R Nzimande</b></p> <p>COLLECTION OF <b>Project Leader</b></p> <p>Address: <b>Ilembe District Office, 1Saunders Street, 4449</b></p> <p>Tel: <b>033 260 3800</b></p> <p>Fax: <b>032 481 2935</b></p> <p>E-mail: <b>Mbongeni .nzimande@kznworks.gov.za</b></p> <p>The second sentence shall read "Communication can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"</p>
<b>C.1.6</b>	Bidder scoring the highest points
<b>C.2.1</b>	Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 1ME OR HIGHER class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.
<b>C.2.2</b>	The employer <b>will not</b> compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
<b>C.2.7</b>	<p>The arrangements for a Compulsory Pre-Quotation Meeting are: Yes</p> <p><b>Location and Time:</b> As per advertisement</p> <p><b>Date:</b> As per advertisement</p> <p>The Bidder is required to sign the attendance register.</p> <p>OR</p> <p>No compulsory pre-quotation briefing meeting.</p>

Quotation no: ZNTD06125W	
<b>C.3.13</b>	<p>Quotation offers will only be accepted if:</p> <ul style="list-style-type: none"><li>(a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.</li><li>(b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.</li><li>(c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.</li><li>(d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process.</li><li>(e) the Bidder has not:<ul style="list-style-type: none"><li>i) abused the Employer's Supply Chain Management System; or</li><li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li></ul></li><li>(f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.</li><li>(g) The Bidder has signed and submitted the Authority to Sign.</li><li>(h) The Bidder has signed and submitted the Equipment Schedules, if applicable.</li><li>(i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.</li><li>(j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.</li><li>(k) Proof of Paid Municipal Rates and Taxes.</li></ul>
<p>If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the <b>Minor Works Agreement Contract Data EC</b>.</p>	



### C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

##### C.1.3 Interpretation

C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

##### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

##### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

**C.2.1 Eligibility**

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any
- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**



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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

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

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of the tender data, if the request is made in writing and the tenderer provides the following information:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of

**C.3.2 Issue Addenda**

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

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **C.3.10 Clarification of a tender offer**

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

#### **C.3.11 Evaluation of tender offers**

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

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

##### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

##### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

##### **C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,



## **T1.4. Annexure to Notice and Invitation to Quote**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

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.

Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)

Once the supplier information has been verified 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.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

<b>Name of Supplier</b>	
<b>Central Supplier Database (CSD) Supplier Number:</b>	

### **REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS**

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
Brooklyn Square  
75  
Pretoria

Helpline: 0860-103-353

[Website : http://www.cidb.org.za](http://www.cidb.org.za)

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.</b>		
<b>Project Manager:</b>	<b>Mr M.R Nzimande</b>	<b>Quotation no:</b>	<b>054916</b>

### 1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

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

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules (T2.1)	Yes	
Compulsory Enterprise Questionnaire (T2.2)	Yes	
Authority to sign Quote (T2.3)	Yes	
Financial Standing and other Resources of Business Declaration (T2.4)	N/A	N/A
Equipment Schedules applicable (T2.5)	N/A	N/A
Preference Points Claim Form (T2.9)	N/A	N/A
Site Inspection Certificate (T2.7)	N/A	N/A
Contractors Health & Safety Declaration (T2.6)	N/A	N/A
Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	Yes	
Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	Yes	
Bidder's Disclosure - SBD4 (T2.15)	Yes	
Capacity of Bidder (T2.18)	N/A	N/A
Invitation to Bid - SBD 1 (T2.20)	N/A	N/A

### 2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

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

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	N/A	N/A
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	Yes	
B-BBEE Certificate	N/A	N/A
Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	Yes	
Proof of Payment of Bid Deposit	N/A	N/A
Proof of Paid Municipal Rates and Taxes (T2.11)	N/A	N/A
Proof of UIF Registration (T2.8)	N/A	N/A
Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	N/A	N/A
Certified CIDB Contractors Grading Designation Certificate (T1.4) attach proof	Yes	



### 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance (C1.1)	3 Pages	Yes	
Contract Data (C1.2)	5 Pages	Yes	
Pricing Schedule (C2.2)	2 Pages	Yes	
	Pages	N/A	N/A

### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	Pages	N/A	N/A
Functionality Criteria (T2.19)	Pages	N/A	N/A

### 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

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

Bid document name	Returnable	
Proof of working capital of at least 25% of project value	N/A	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	N/A	N/A
0	N/A	N/A
Detailed schedule of resources at all levels	N/A	N/A
Schedule of years of experience on similar projects	N/A	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	N/A	N/A
Demonstrated ability to work on an accelerated programme	N/A	N/A
Experience in projects that have operational challenges i.e. public interface	N/A	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	N/A	N/A
Submission of a detailed organogram	N/A	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	N/A	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	N/A	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	N/A	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	N/A	N/A
Tenderer to demonstrate key/resource deployment over the various work package	N/A	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	N/A	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	N/A	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	N/A	N/A
Material storage, handling and distribution	N/A	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	N/A	N/A
Programme and progress reporting, including tracking of long lead procurement items	N/A	N/A
OHS Management, compliance and reporting	N/A	N/A
Site documentation control, filing and archiving	N/A	N/A
Queries and information required approach	N/A	N/A
Procurement of outsourced resources e.g. sub-contractors	N/A	N/A
	N/A	N/A

T2.2 Compulsory Enterprise Questionnaire			
Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916

Pleas  
befor

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:


Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;



ie do a print preview  
e printing

## T2.3 AUTHORITY TO SIGN QUOTE

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

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

held at (town): \_\_\_\_\_ on (date): \_\_\_\_\_

### RESOLVED that:

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**

Bid / Quotation Number: **054916**

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

in \*his/her capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

be, and is hereby, duly authorised to sign the Quote, and any and all other documents and/or correspondence in connection with and relating to this Quote, as well as to sign any Contract, and any and all documentation, resulting from the award of the Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

### Note:

1. \*Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoting Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the Quoting Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this Quote.

### ENTERPRISE STAMP (If Any)



## T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Bid no:	ZNTD06125W	Project Code:	054916

ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM  
IS DEALT WITH IN SAID COMPANY PROFILE

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.  
This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Recourses available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned, \_\_\_\_\_

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

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201...

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

T2.5 EQUIPMENT SCHEDULES			
Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916

The Bidder shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

**TECHNICAL DATA: STANDBY PLANT**

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



**Project Code: 054916**

## EQUIPMENT SCHEDULES

### TECHNICAL DATA: WALK THROUGH DETECTOR

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

### TURNSTILE

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

**Project Code: 054916**

## EQUIPMENT SCHEDULES

### TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION

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



<b>T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION</b>			
<b>Project title:</b>		<b>DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.</b>	
<b>Quotation no:</b>	<b>ZNTD06125W</b>	<b>Project Code:</b>	<b>054916</b>

#### INTRODUCTION

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

#### DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

## T2.7 SITE INSPECTION MEETING CERTIFICATE

Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916
Closing date:	19/09/2025		

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

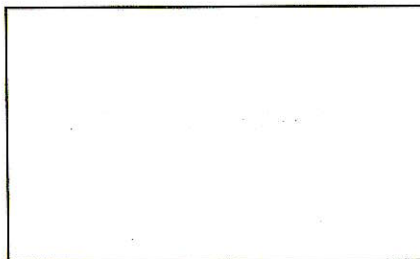
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

I declare that the representative, named above, is my authorised representative and not a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

Name of Bidder	Signature	Date

Name of DOPW Representative	Signature	Date

**This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.**



Departmental Stamp:



## **T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
<b>Quotation no:</b>	<b>ZNTD06125W</b>	<b>Project Code:</b>	<b>054916</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT  
THE BIDDER IS IN GOOD STANDING WITH THE  
UIF TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

### **NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022																	
Project Title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.																
Quotation Number:	ZNTD06125W																
Project Code:	054916																
<b>SBD 6.1</b> <b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>																	
<p>This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.</p> <p><b>NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022</b></p>																	
<p><b>1. GENERAL CONDITIONS</b></p> <p>1.1 The following preference point systems are applicable to invitations to tender:</p> <ul style="list-style-type: none"> <li>- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>1.2 To be completed by the organ of state (delete whichever is not applicable for this tender).</p> <p>a) The applicable preference point system for this tender is the 90/10 preference point system.</p> <p>b) The applicable preference point system for this tender is the 80/20 preference point system.</p> <p>c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.</p> <p>1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals.</p> <p>1.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th></th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td><b>Total points for Price and SPECIFIC GOALS</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p> <p>1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.</p> <p><b>2. DEFINITIONS</b></p> <p>(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;</p> <p>(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;</p> <p>(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;</p> <p>(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and</p> <p>(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).</p> <p><b>3. FORMULAE FOR PROCUREMENT OF STRUCTURAL</b></p> <p><b>3.1. POINTS AWARDED FOR PRICE</b></p> <p><b>3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</b></p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>80/20</b></td> <td style="width: 50%; text-align: center;"><b>or 90/10</b></td> </tr> <tr> <td colspan="2"> <math display="block">Ps = 80(1 - (Pt - P_{min}) / (P_{min})) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min}))</math> </td> </tr> </table> <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p><b>3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT</b></p> <p><b>3.2.1. POINTS AWARDED FOR PRICE</b></p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>80/20</b></td> <td style="width: 50%; text-align: center;"><b>or 90/10</b></td> </tr> <tr> <td colspan="2"> <math display="block">Ps = 80(1 + (Pt - P_{max}) / (P_{max})) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max}))</math> </td> </tr> </table> <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p>			POINTS	PRICE	80	SPECIFIC GOALS	20	<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>80/20</b>	<b>or 90/10</b>	$Ps = 80(1 - (Pt - P_{min}) / (P_{min})) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min}))$		<b>80/20</b>	<b>or 90/10</b>	$Ps = 80(1 + (Pt - P_{max}) / (P_{max})) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max}))$	
	POINTS																
PRICE	80																
SPECIFIC GOALS	20																
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>																
<b>80/20</b>	<b>or 90/10</b>																
$Ps = 80(1 - (Pt - P_{min}) / (P_{min})) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min}))$																	
<b>80/20</b>	<b>or 90/10</b>																
$Ps = 80(1 + (Pt - P_{max}) / (P_{max})) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max}))$																	



**T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE  
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
<b>Quotation no:</b>	<b>ZNTD06125W</b>	<b>Project Code:</b>	<b>054916</b>

**TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder'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.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.

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](http://www.sars.gov.za).

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](http://www.sars.gov.za).

**IMPORTANT NOTICE**

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) **PIN** number and Tax Reference number in the space hereunder:

<b>Tax Compliance Status (TCS) PIN Number</b>	
<b>Company / Bidding Entity Tax Reference Number</b>	

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
<b>Quotation no:</b>	<b>ZNTD06125W</b>	<b>Project Code:</b>	<b>054916</b>

**ATTACH PROOF OF PAID MUNICIPAL RATES  
& TAXES TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

**NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.



**T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE  
COMPENSATION COMMISSIONER**

<b>Project title:</b>	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
<b>Quotation no:</b>	<b>ZNTD06125W</b>	<b>Project Code:</b>	<b>054916</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT  
THE TENDERER IS IN GOOD STANDING WITH  
THE COMPENSATION COMMISSIONER, TO  
THIS PAGE FOR ADJUDICATION PURPOSES**

**NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

## T2.13 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in with the requirements and specifications stipulated in bid number ZNTD06125W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for the Specific Goal/s as outlined in the Invite to Quote in terms of the Preferential Procurement Regulations 2022;
    - Bidder's Disclosure - SBD 4
    - Special Conditions of Contract;
  - (i) JBCC Minor Works Edition 4 - August 2007; and
  - (i) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_

CAPACITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

<u>Witnesses:</u>	
1.	_____
2.	_____
Date: _____	



## T2.14 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your bid under reference ZNTD06125W dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

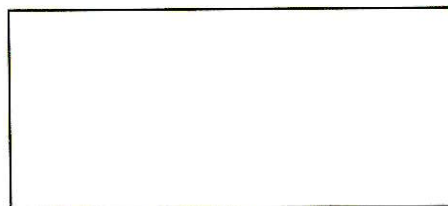
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



OFFICIAL STAMP:

Witnesses:	
1.	_____
2.	_____
Date: _____	

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
 (name)..... in  
 submitting the accompanying bid, do hereby make the following  
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



<b>T2.16 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN</b>	
<b>Project title:</b>	<b>DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.</b>
<b>Quote no:</b>	<b>ZNTD06125W</b>
<b>Project Code:</b>	<b>054916</b>
<b>Items</b>	<b>Client Specific Requirements</b>
Site Office location	1) The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	1) Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	1) To comply with CR(9) and to also address environmental issues 2) Risk Assessment must be done if and when required. 3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift. 4) No work may be performed without an approved DSTI. See the attached baseline risk assessment to be considered by both the designer and the principal contractor.
Fall protection	1) To comply with CR (10), 2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings
Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)
Excavations	1) To comply with CR(13) and the following;

	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on construction sites	1) To comply with CR (29) and the following; 2) No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	1) To comply with CR (30) and the following; 2) Gender signs to be placed at appropriate locations  3) All welfare facilities to be kept in a hygienic condition at all times  4) Employees to be trained in good hygiene practices  5) Toilets to be fitted with doors which can be locked from the inside  6) Toilets to be sufficiently ventilated  7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.
Public Safety & Signage	1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.  2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.  3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks  4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.
	5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.  6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.



Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File .Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.
	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:
Permits	a Hot Work
	b Roof Work; and
	c Electrical work (both temporary and permanent)
	d Confined Space Entry
	2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
	1) Vehicle movement routes on site must be clearly indicated where applicable.
	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances



	2) Records of inspections must be kept in a register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
	2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a That a "Competent Person" undertakes routine inspections and records are kept on site.
	b That only authorized trained persons use the tools.
	c That safe working procedures apply.
	d That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.
	b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.
	4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice
	In the event that Earth Moving Machinery is present on site the following must be adhered to:
	a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
	b Right of way must be afforded to earth moving machinery at all times.



T2.17 - BASELINE RISK ASSESSMENT				
Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.			
Quote no:	ZNTD06125W	Project Code:	054916	
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE				
Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety
				Control Measures

T2.18 CAPACITY OF BIDDER		
Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.	
Bid no:	ZNTD06125W	Project Code: 054916

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

1.1. **Artisans and Employees:** (*Artisans and Employees to be, or are, employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			



1.4. Other offers submitted at time of this tender for which results are pending:  
(Any other client's tender must also be included)

[illegible]

**2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)**

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	



## T2.19 - Functionality Criteria

The Threshold score, below which tenderers are eliminated from further consideration, should be between 50% and 60%.

**Note to the Compiler : THIS IS MERELY AN EXAMPLE OF FUNCTIONALITY CRITERIA; FUNCTIONALITY CRITERIA MUST BE PROJECT SPECIFIC AND FORMULATED IN CONJUNCTION WITH THE DPW PROJECT LEADER**

### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality out of 100 sub-points is as follows:

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	Financial Standing	The submission of all financial requirements stipulated in the tender	30 Points	10	Sub-points	Proof of working capital of at least 25% of project value
				10	Sub-points	Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents
				10	Sub-points	Annual/Audited Financial Statement/Management Account/income and Expenditure Statements
					Sub-points	
					Sub-points	
2.	Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	25 Points	5	Sub-points	Detailed schedule of resources at all levels
				5	Sub-points	Schedule of years of experience on similar projects
				5	Sub-points	Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years
				5	Sub-points	Demonstrated ability to work on an accelerated programme
				5	Sub-points	Experience in projects that have operational challenges i.e. public interface
					Sub-points	
					Sub-points	
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated.	10 Points	2	Sub-points	Submission of a detailed organogram
				1	Sub-points	All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature
				1	Sub-points	Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.

6.	Enterprise Development (Targeting of Youth Owned Contractors)	Contract Participation Goal (CPG) to meet specified Enterprise Development target of 50% (fifty Percent)	10 Points	0 ≤ 5	Tendered CPG less than 50% pro- rata to minimum target
				5	Tendered CPG is 50%
				≥ 5 ≥ 10	Tendered CPG is greater than 50% pro-rata to minimum target

TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS				
Evaluation Criteria	Deliverables / Goal	Points		
Price	A maximum of 80 or 90 Points is allocated for Price.	80	Points	
Specific Goal 1	Ownership by Black People	0	Points	
Specific Goal 2	0	0	Points	
Specific Goal 3	0	0	Points	
Specific Goal 4	0	0	Points	
Specific Goal 5	0	0	Points	
Specific Goal 6	0	0	Points	
Specific Goal 7	0	0	Points	
Specific Goal 8	0	0	Points	



PART A									
INVITATION TO BID - SBD 1									
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS									
BID NUMBER:	ZNTD06125W	054916	19/09/2025	CLOSING TIME:	11:00				
DESCRIPTION	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.								
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (1 SAUNDERS STREET, ILEMBE DISTRICT OFFICE)									
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE		NUMBER						
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE		NUMBER						
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
	TCS PIN:			CSD No:					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)			Yes			
	No					No			
If YES, State the name of the verification agency accredited by SANAS									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE	YES		NO	
[IF YES ENCLOSE PROOF]				(IF YES ANSWER PART B:3 BELOW)					
SIGNATURE OF BIDDER				DATE					
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT/ PUBLIC ENTITY	Department of Public works			CONTACT PERSON	Mr M.R Nzimande				
CONTACT PERSON	Mrs N Sikhakhane			TELEPHONE NUMBER	0674152440				
TELEPHONE NUMBER	0665353992			FACSIMILE NUMBER	032 481 2935				
FACSIMILE NUMBER	032 481 2935			E-MAIL ADDRESS	Mbongeni.nzimande@kznworks.gov.za				
E-MAIL ADDRESS	Nozipho.sikhakhane@kznworks.gov.za								

### C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no: ZNTD06125W

#### OFFER

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

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Quotation Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

#### ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's

**The terms of the contract, are contained in:**

- Part C1 Agreement and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.



The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	(Name and address of employer)		
Name and signature of witness			

### Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



C1.2 :CONTRACT DATA:	
JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)	
DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.	
Quotation no: 054916	
The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.	
Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.	
<b>CONTRACT VARIABLES</b>	
<b>THE CONTRACT DATA</b>	
The <b>Contract Data</b> contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category must be completed in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (CE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this <b>agreement</b> .	
Spaces requiring information must be filled in, shown as " <b>not applicable</b> " or deleted but not left blank. Where choices are offered, the inapplicable 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.	
PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)	
1	CONTRACT DATA - EMPLOYER
1.0	CONTRACTING AND OTHER PARTIES
1.1	Employer:
[1.1]	Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)
	Postal address:
	Private Bag X9041
	PIETERMARITZBURG
	3201
	Tel: 033 - 8971399 Fax: 033 - 8971300
[1.2]	Physical address:
	191 Prince Alfred Street
	PIETERMARITZBURG
	3200
1.2	Principal Agent:
[6.1]	Mr M.R Nzimande
	Postal address:
	iLembe district Office
	KwaDukuza, 1 Saunders Street
	4450
	Tel: 033 260 3800 Fax: 032 481 2935
1.3	Agent (1)
[6.1.9]	0
	Agent's service:
	0
	Postal address:
	0
	0
	0
	Tel: 0 Fax: 0
1.4	Agent (2)
[6.1.9]	Kitiza Xolo
	Agent's service:
	EPWP Section
	Postal address:
	455a Jan Smuts Highway
	Mayville
	4001
	Tel: 0312032127/0780868386 Fax: 031 203 2127
1.6	Interest of principal agent or other agents in the project
	Details where "yes" N/A

Quotation no:			
<b>2.0 CONTRACT AND SITE INFORMATION</b>			
2.1 [1.1]	The law applicable to this agreement:		<b>SOUTH AFRICA</b> (Country or State)
2.2 [1.1]	Works identification: Refer to document C3 – Scope of Work.		
2.3 [1.1]	Site description: Refer to document C4 – Site Information.		
2.4 [5.1.3]	Possession of the site is to be given on:	<b>To be determined</b>	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:		<b>10</b> (working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:		<b>Yes</b> (Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.		<b>No</b> (Yes/No)
<div style="border: 1px solid black; padding: 5px; margin: 5px;">N/A</div>			
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		<b>YES</b> (Yes/No)
2.11.1	Water	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.2	Electricity	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.3	Telecom	Option A Option B <b>NOT APPLICABLE</b> Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)
			<b>A</b> (A, or C)
2.11.4	Ablutions	Option A Option B <b>NOT APPLICABLE</b>	Contractor - his cost Employer - free of charge
			<b>A</b>
<b>3.0 INSURANCES AND SECURITIES</b>			
3.1 [3.4.1]	Public liability insurance to be effected by:		<b>CONTRACTOR</b> [Employer/Contractor]
	For the sum of:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:		<b>CONTRACTOR</b> [Employer/Contractor]
	For the sum of:	<b>Contract Sum plus 10%</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:		<b>N/A</b> [Amount]
	For the sum of:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:		<b>NO</b> [Yes/No]
	For the sum of:	<b>N.A.</b>	[Amount]
[2.6]	The contractor shall waive his lien where a payment guarantee is provided:		<b>N.A.</b> [Yes/No]
<b>4.0 PRACTICAL COMPLETION DATES AND PENALTIES</b>			
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	<b>To be determined</b> [Date]	
	Penalty per calendar day:	<b>0.04% of the Contract Sum per calendar day</b>	
	<b>Contract Period</b>	<b>3 Calendar Months</b>	



<p>1.1 [1.1]</p> <p>[1.2]</p>	<p><b>Contractor / Tenderer:</b></p> <p>Postal address: _____</p> <p>_____</p> <p>_____</p> <p>Tel: _____</p> <p>Fax: _____</p> <p>Code: _____</p> <p>Tax / VAT Registration No: _____</p> <p>Physical address: _____</p> <p>_____</p> <p>_____</p>										
<p>2.0</p> <p>2.1</p> <p>2.1.1 [2.2]</p> <p>2.1.2 [2.3, 13.9]</p> <p>2.1.3 [2.7]</p>	<p><b>SECURITIES</b></p> <p>The security provision selected is:</p> <p>Variable Construction Guarantee: <table border="1" data-bbox="1002 622 1241 757"> <tr> <td>NO</td> <td>[Yes/No]</td> </tr> <tr> <td>YES</td> <td>[Yes/No]</td> </tr> <tr> <td colspan="2">NO</td> </tr> </table></p> <p>Retention: <table border="1" data-bbox="1002 674 1241 707"> <tr> <td>YES</td> <td>[Yes/No]</td> </tr> </table></p> <p>Advanced Payment is required. Where "Yes": <table border="1" data-bbox="1002 712 1241 757"> <tr> <td>NO</td> <td>[Amount]</td> </tr> </table></p> <p><i>Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.</i></p>	NO	[Yes/No]	YES	[Yes/No]	NO		YES	[Yes/No]	NO	[Amount]
NO	[Yes/No]										
YES	[Yes/No]										
NO											
YES	[Yes/No]										
NO	[Amount]										
<p>3.0</p> <p>3.1 [14.3]</p> <p>3.1.1</p> <p>3.1.2</p> <p>3.2</p> <p>3.2.1</p> <p>3.3</p>	<p><b>PAYMENT AND ADJUSTMENT OF PRELIMINARIES</b></p> <p><b>Payment of Preliminaries</b></p> <p>The payment of preliminaries related to minor works shall be according to Option A only:</p> <p><b>Option A</b></p> <p>Assessed by the <b>principal agent</b> as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the <b>contract sum</b> excluding:</p> <ul style="list-style-type: none"> <li>The amount for preliminaries</li> <li>Any contingencies</li> </ul> <p>All inclusive of <b>tax</b></p> <p><b>Option B (Not Applicable)</b></p> <p><b>Adjustment of Preliminaries</b></p> <p>The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the <b>contractor</b> for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries.</p> <p>Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the <b>contractor</b> in the execution of the <b>works</b>. The adjustment of preliminaries shall be based on the option as selected in the <b>contractor's</b> quote.</p> <p>For the adjustment of the preliminaries both the contract sum and the contract value shall exclude:</p> <ul style="list-style-type: none"> <li>The amount of preliminaries</li> <li>Any contingency sum</li> </ul> <p>All inclusive of <b>tax</b></p> <p><b>Option A</b></p> <p>The amount of preliminaries shall be adjusted in the following categories:</p> <ul style="list-style-type: none"> <li>An amount which shall not be varied</li> <li>An amount which shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>An amount which shall be varied in proportion to the <b>construction period</b> as compared to the initial construction period excluding revisions to the <b>construction period</b> for which the <b>contractor</b> is not entitled to adjustment of the <b>contract value</b> in terms of the <b>agreement</b></li> </ul> <p>The contractor shall, within fifteen (15) working days of taking possession of the <b>site</b>, give the <b>principal agent</b> a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the <b>principal agent</b>. Should the <b>contractor</b> fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions:</p> <ul style="list-style-type: none"> <li>10% (ten per cent) which amount shall not be varied</li> <li>15% (fifteen per cent) which amount shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>75% (seventy-five per cent) which amount shall be varied in proportion to the <b>construction period</b> as compared with the initial <b>construction period</b></li> </ul> <p>For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of <b>tax</b>.</p> <p><b>Payment certificate cash flow</b></p> <p>The contractor shall provide all reasonable assistance to the <b>principal agent</b> in the preparation of cash flow projections of claims for <b>payment certificates</b> where required by the <b>employer</b>. The projections shall be based on the <b>programme</b> and shall be updated as and when the <b>programme</b> requires updating. The cooperation of the <b>contractor</b> in terms of this item shall not prejudice his right to receive payment in terms of the <b>agreement</b>.</p>										

## PART C2: PRICING DATA

Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916

### C2.1 Pricing Instructions

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.



**PROJECT NAME: DEPARTMENT OF PUBLIC WORKS: ILEMBE DISTRICT OFFICE-  
Kwadukuza- Maintenance of Lift for the Period of 36 months. WIMS NO:054916**

ITEM	ITEM description	UNIT	QTY	RATE	AMOUNT
A	Response time is to be a maximum of 45min when occupied.				
B	Response time is to be a maximum of 18 hours for normal Breakdowns.				
C	Service Providers to note that all repairs will be priced with understanding that staff and spare parts are located within Ethekwini Region.				
D	Payment for Service will be Quaterly in Areas.				
E	Pricing for all obligations of the Contract.	sum	items		
F	Compliance with Occupational Health and Safety Act Regulations, safety audits, inspections, et cetera, plus any regulations pertaining to the specific client requirements, including any new regulations that will be applicable.				
G	NOTE: failure to comply with Health and Safety Act and Regulations including any new regulations may result in non-payment for the month that the non compliance occurs or possible cancellation of the contract if it is deemed that the incident necessitates such, despite being priced in this schedule prices.	sum	items		
1	<b><u>YEAR .1</u></b> Lift data - Government Registration NO: 06/L8941 and equipment number:44846154, rated Load 1000kg/13 pass, and 4, landing doors - Service and inspection. [including price escalations due to inflation, etc].	Monthly	12		
2	<b><u>YEAR .2</u></b> Lift data - Government Registration NO: 06/L8941 and equipment number:44846154, rated Load 1000kg/13 pass, and 4, landing doors - Service and inspection. [including price escalations due to inflation, etc].	Monthly	12		
3	<b><u>YEAR .3</u></b> Lift data - Government Registration NO: 06/L8941 and equipment number:44846154, rated Load 1000kg/13 pass, and 4, landing doors - Service and inspection. [including price escalations due to inflation, etc].	Monthly	12		

**PROJECT NAME: DEPARTMENT OF PUBLIC WORKS: ILEMBE DISTRICT OFFICE-  
Kwadukuza- Maintenance of Lift for the Period of 36 months. WIMS NO:054916**

ITEM	ITEM description	UNIT	QTY	RATE	AMOUNT
4	<b><u>ANNEXURE .B Inspections</u></b>  As part of the LEPC Regulations all lifts have to be issued with a <b>Comprehensive report</b> (Annexure B) at an intervals not greater than 24 months (it is compulsory to conduct this inspection at the commencement of the new contract). This inspection must be conducted by a <b>Registered Lift Inspector (RLI)</b> . [including price escalations due to inflation, etc].	No.	2		
5	<b><u>Provisional Sum</u></b> All minor repairs and works that might be required to the lift to ensure compliance with OHS act regulations.	Item	1	R 75 000	R 75 000,00
	Sub-total				
	15% VAT				
GRAND TOTAL					





## **SPECIFICATION, WIMS NO:054916**

### **1. SCOPE OF WORK**

Maintenance of lift for a Period of 36 Months.

### **2. TAKING OVER EXISTING LIFTS**

The maintenance of the lift shall be the responsibility of the contractor with effect from the commencement of dated of the contract, and shall carry out works for the existing lift in accordance with the requirements of this particular specification.

Upon taking over the maintenance of the lifts, the contractor shall carry out thorough examination for each lift and submit an examination report by approved inspection authority for every lift to the employer's representative within two weeks from the date of commencement of the contract. The contractor shall examine the lift, and shall immediately inform the employer of defect found, and shall make good of those defects, or equivalently conduct the repair work and commission the lifts.

### **3. ON-CALL MAINTENANCE AND EMERGENCY REPAIR SERVICES.**

The contractor shall operate a contractors Emergency call centre (CECC). The CECC shall be equipped with adequate tele-communications equipment, manned by sufficient number of technical and administrative staff as agreed by employer to meet the following performance requirements:

- a) To confirm within 15 minutes the appointment date and time for execution of faults/ emergency call request received from the employer or his representative.
- b) To monitor the progress of the fault/ emergency call attendance and report to the employer or his representative on any unattended appointment (including missed appointments and inaccessibility to the premises) and the subsequent remedial action no later than 30 minutes of the scheduled appointment time.
- c) To report the completion of fault/ emergency call attendance within one day.
- d) To give feedback and resolve on complaint received on the fault/ emergency call within 30 minutes of notification from the employer or his representative.
- e) The contractor shall also supply and install permanent labels made of plastic or stainless steel indicating the contractor's name and emergency telephone numbers for each lift in the main landing within one month after commencement of the contract. Or immediately upon any changes.

#### 4. SCOPE OF INSPECTION AND SERVICING

The contractor shall dispatch competent and specifically trained technicians to each lift regularly according the Maintenance schedules in terms of frequency and scope of work, to keep the lift in clean, smooth, vibration free, no noise and safe operation condition.

##### Quarterly Service Report

The contractor shall submit to the employer a quarterly service report on the routine maintenance services delivered to each lift in the calendar month executed in, each quarterly service report shall:

- a) Be submitted within one week after the date of last inspection to which the report relates;
  - b) Be a typed report duly signed by the registered lift engineer.
  - c) State the condition of the major safety components as detailed in the inspection sheet and detail any unsatisfactory items, or any wrong method of operation by the users, or any improvement work which may be considered necessary.
  - d) State clearly date of replacement for major parts such as motor, driving chain, hand rails, etc in the report.
  - e) Indicate the date of last safety test and date of last full load safety test for lift, and certify that lift is or is not in satisfactory and serviceable condition.
- The contractor shall issue an interim report should any routine inspection reveal any items of unsatisfactory nature not included in the last preceding quarterly inspection a.

The contractor shall submit to the employer, a detailed inspection, service, repair report within 48 hours of each fault call.

#### 5. SCHEDULE OF RATES

The schedule of rates shall have been fully inclusive to cover costs of providing the on-call and emergency services comprising of transportation, labour and materials, including cleaning materials, tools, inspection, measuring and testing equipment spare parts and /or components for the replacement of aged, deteriorated and/or defective items as and when necessary during the emergency services and they will not be separately paid.

The contractor shall submit to the employer, a detailed inspection, service and repair report within 48 hours of receipt of each fault call out.

#### 6. CERTIFICATION BY RECOGNISED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems e.g Agreement Board of South Africa.



## 7. STOCK OF SPARE PARTS, REPLACEMENT AND USE OF ALTERNATIVE MAKE.

In the execution of servicing and maintenance, repair and operation, work on site, apart from transport, necessary labour, tools, equipment, testing instruments, the contractor shall also be responsible for keeping adequate stock of spare parts. All labour costs for repairs and replacement parts whenever required shall be inclusive on the contract.

- a) All the parts shall be provided to site within 24 hours for repairs and replacement/ rectification works excluding lift motors.
- b) The contractor shall keep adequate stocks of essential spare parts, equipment and other components which are necessary to maintain the safe and satisfactory working conditions and operation order of the lift at all times. The essential spare parts shall include but not limit to major items such as controller cards, driving chain, handrail, etc. replacement of equipment, parts and components shall be made in accordance with manufacturer's spare part list. The contractor shall be required to provide details, with supporting documentation of the stock level of their spare parts to provide capability to meet requirements of the specification.
- c) A permanent replacement of a genuine equipment part and /or components with alternative products shall not be implemented without a valid reason, subject to the manufacturer's warranty that the safe and satisfactory working conditions and operation order of the installation will not be affected due to the use of alternative make. The approval of employer / representative shall be obtained prior to the replacement.
- d) Subject to employer's/ representative approval on each case, alternative and compatible equipment parts and/or components are allowed to be used as contingent measure to temporally re-instate the function and operation of the lift during on-call maintenance and emergency repairs and subject to contractor's undertaking for their subsequent replacement by genuine products as quoted in the manufacture's spare part list or before a specified date to be agreed by employer/ representative.
- e) Unless otherwise specified in the particular specification, the temporary and subsequent works including provision of equipment, parts, components, all necessary tools and materials shall be provided under the contract at no extra cost.
- f) Any replacement of equipment, parts and /or component due to non-availability of spare parts and/or obsolescence shall be substantiated by manufacturer of the product.
- g) Expected risks shall be limited to damage caused to the lift by flooding, fire, etc, beyond the control of the contractor and as agreed by the employer/ representative.

PART C3.1: SCOPE OF WORKS			
Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916

### C3.1 - SCOPE OF WORKS

#### 1. DESCRIPTION OF THE WORKS

MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS

#### 2. EXTENT OF THE WORKS

MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS

#### 3. LOCATION OF THE WORKS

Add in the Location of the work here. Indicate accessibility to and from the site. GPS coordinates for the site: Department of Public Works: KwaDukuza: Ilembe District Office.

#### 4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

#### 5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services  
Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

#### 6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer  
The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

#### 7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.



## C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

### 5.3 Reporting

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note:** In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.



### C3.3 HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

054916

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

---

---

---

---

---

---

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

---

---

---

---

---

---

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

**NOT APPLICABLE**

4. Counseling, support and care (summarise information provided).

**NOT APPLICABLE**

5. HIV awareness programme (briefly describe action).

---

---

---

---

---

---

<b>C3.4 SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)</b>			
<b>Project title:</b>	<b>DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.</b>		
<b>Project Code:</b>	<b>054916</b>	<b>EPWP NO:</b>	<b>N/A</b>

**Introductory notes:**

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

**Table 1: Skills programme for supervisory and management staff**

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	



Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

#### EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the EPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income;
    - d) that who are not in receipt of any social security pension income.
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 55 % women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions
 

Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
  - 1.2.3 Terms and conditions for the engagement of targeted labour
 

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

- 1.2.4 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### **GENERIC LABOUR-INTENSIVE SPECIFICATION**

##### **1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

##### **2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

##### **3 Hand excavateable material**

Hand excavateable material is material:

###### **a) Granular materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

###### **b) Cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or



- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.  
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### 4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- to 90% Proctor density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

- 7 Clearing and grubbing**  
Grass and small bushes shall be cleared by hand.
- 8 Shaping**  
All shaping shall be undertaken by hand.
- 9 Loading**  
All loading shall be done by hand, regardless of the method of haulage.
- 10 Haul**  
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11 Offloading**  
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12 Spreading**  
All material shall be spread by hand.
- 13 Compaction**  
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14 Grassing**  
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15 Stone pitching and rubble concrete masonry**  
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.  
  
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.  
  
Grout shall be mixed and placed by hand.
- 16 Manufactured Elements**  
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



## PART C4.1: SITE INFORMATION

Project title:	DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.		
Quotation no:	ZNTD06125W	Project Code:	054916

### C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

#### GENERAL

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.
  
- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE:  
MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**

Quotation no.:	ZNTD06125W	Project Code:	054916
----------------	------------	---------------	--------

(Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings / annexures below.)

The following drawings / annexures shall be issued during the Quotation period to form part of the Quotation documentation. Where applicable, drawings / annexures could be re-issued to the Contractor at commencement of the construction phase.

[illegible]



**ANNEXURES**

Occupational Health and Safety Specification
Model Preambles for Trades 2008
Map of submission locations
General Electrical Specifications
Lightning Protection Specifications
Joint Venture Agreement
Health and Safety Bill of Quantities
Additional Specification - EPWP Beneficiary
EPWP Employment Contract
Occupational Health and Safety Specification
EPWP Data Collection tool for Phase 3 system
Geotechnical Investigation Report (If applicable)

Annexure 5  
**Joint Venture Agreement**



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

1.

of the first part and

of the second part and

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by

*(name of Employer)*

**to the KZN Department of Public Works in respect of the following project:**

*for (brief description of Contract)*

**Ilembe district office: Department of Public Works: iLembe District Office.**

Now it is hereby agreed as follows :

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.



3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. **MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.



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

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

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

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

Annexure 6

## Occupational Health and Safety Specification

(OHSE SPEC)



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS & INFRASTRUCTURE**  
REPUBLIC OF SOUTH AFRICA

Project Name:

**DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE  
DISTRICT OFFICE: MAINTENANCE OF LIFT FOR A PERIOD OF  
36 MONTHS.**

Project Code:

**054916**

Agent Name:

**Mr M.R Nzimande**

Region:

**eThekwini region**

District:

**iLembe district**

Ward no.:

**???**

### **1. Introduction**



**"Construction Manager (Site Agent)"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**"Construction Site"** means a work place where construction work is being performed;

**"Construction Supervisor"** means a competent person responsible for supervising construction activities on a construction site;

**"Construction Vehicle"** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

**"Construction work"** means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**"Construction Work Permit"** means a document issued in terms of regulation 3 of the Construction Regulations 2014;

**"Contractor"** means an employer who performs construction work;

**"Demolition Work"** means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

**"Fall Protection Plan"** means a documented plan, which includes and provides for-

- (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) The procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) A rescue plan and procedures;

**"Health and Safety File"** means a file, or other record containing the information in writing required by these Regulations;

**"Health and Safety Plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

- (c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. *See T2.5 of returnable schedules*
- (d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. *See T2. 17 of returnable schedules*

#### **4. Contractual Issues**

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.



## 6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

- (i) *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week*
- (ii) *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
- (iii) *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. **Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.**

Annexure 7						
<b>HEALTH AND SAFETY IMPLEMENTATION COSTING</b>						
Contractor to give a breakdown of his Health and Safety costs on this sheet.						
<b>This is not an exhaustive list. Any additional items must be included.</b>						
ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
1.7	Exit medicals	Nr.				
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Overalls (Blue)	Nr.				
2.2	Specialized overalls (asbestos, chemicals etc)	Nr.				
2.3	Hard hats and safety glasses	Nr.				
2.4	Safety boots/shoes	Nr.				
2.5	Gloves	Pair.				
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.				
2.7	Life jackets	Nr.				
2.8	Reflector Bibs	Nr.				
2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.				
2.10	Orange Star Netting - 1.2m High	m				
2.11	Orange Plastic road cones	Nr.				
2.12	Plastic Reinforce Caps(Rebar)	Nr.				
2.13	Dust masks	Nr.				
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Drip trays	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Manager (50%)	Nr.				
4.2	Safety Officer	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
4.9	Safety Administrator	Nr.				
	<b>TOTAL</b>					



<b>9</b>	<b>INSURANCES</b>					
9.1	COID cover for the project	Nr.				
9.2	Liability insurances	Nr.				
	<b>TOTAL</b>					
<b>10</b>	<b>FIRST AID</b>					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	<b>TOTAL</b>					
<b>11</b>	<b>TRAINING</b>					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	Management/Safety Officer A3 (No cost)	Nr.				
11.4	First Aid Level 1	Nr.				
11.5	Fire Fighting	Nr.				
11.6	Legal Liability	Nr.				
11.7	HIRAC	Nr.				
11.8	Incident Investigation (R-CAT)	Nr.				
11.9	Scaffolding Inspector	Nr.				
11.10	Scaffolding Erector	Nr.				
11.11	Basic Working at Heights	Nr.				
11.12	Rescue at Hights	Nr.				
	<b>TOTAL</b>					
<b>12</b>	<b>SIGNAGE</b>					
12.1	All signage as required by law: regulatory, warning and information	Nr.				
12.2	Posters for awareness	Nr.				
12.3	Admin	Item				
	<b>TOTAL</b>					
<b>13</b>	<b>ELECTRICAL</b>					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	Nr.				
13.3	Permit books	Nr.				
13.4	Calipers	Nr.				
13.5	Key safes	Nr.				
	<b>TOTAL</b>					
<b>14</b>	<b>PLANT &amp; SCAFFOLDING</b>					
14.1	Telescopic Hoist	month				
14.2	TH - Driver	month				
14.3	Scaffolding	month				
14.4	None	Nr.				
14.5	None	Nr.				
	<b>TOTAL</b>					
<b>GRAND TOTAL TO BE CARRIED TO OHS PROVISION IN QUOTE SCHEDULE</b>						

Annexure 7						
<b>HEALTH AND SAFETY IMPLEMENTATION COSTING</b>						
Contractor to give a breakdown of his Health and Safety costs on this sheet.						
<b>This is not an exhaustive list. Any additional items must be included.</b>						
ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
1.7	Exit medicals	Nr.				
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Overalls (Blue)	Nr.				
2.2	Specialized overalls (asbestos, chemicals etc)	Nr.				
2.3	Hard hats and safety glasses	Nr.				
2.4	Safety boots/shoes	Nr.				
2.5	Gloves	Pair.				
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.				
2.7	Life jackets	Nr.				
2.8	Reflector Bibs	Nr.				
2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.				
2.10	Orange Star Netting - 1.2m High	m				
2.11	Orange Plastic road cones	Nr.				
2.12	Plastic Reinforce Caps(Rebar)	Nr.				
2.13	Dust masks	Nr.				
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Drip trays	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Manager (50%)	Nr.				
4.2	Safety Officer	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
4.9	Safety Administrator	Nr.				
	<b>TOTAL</b>					



<b>9</b>	<b>INSURANCES</b>					
9.1	COLD cover for the project	Nr.				
9.2	Liability insurances	Nr.				
	<b>TOTAL</b>					
<b>10</b>	<b>FIRST AID</b>					
10.1	First aid boxes	Nr.				
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	<b>TOTAL</b>					
<b>11</b>	<b>TRAINING</b>					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	Management/Safety Officer A3 (No cost)	Nr.				
11.4	First Aid Level 1	Nr.				
11.5	Fire Fighting	Nr.				
11.6	Legal Liability	Nr.				
11.7	HIRAC	Nr.				
11.8	Incident Investigation (R-CAT)	Nr.				
11.9	Scaffolding Inspector	Nr.				
11.10	Scaffolding Erector	Nr.				
11.11	Basic Working at Heights	Nr.				
11.12	Rescue at Hights	Nr.				
	<b>TOTAL</b>					
<b>12</b>	<b>SIGNAGE</b>					
12.1	All signage as required by law: regulatory, warning and information	Nr.				
12.2	Posters for awareness	Nr.				
12.3	Admin	Item				
	<b>TOTAL</b>					
<b>13</b>	<b>ELECTRICAL</b>					
13.1	Locks required for lockouts	Nr.				
13.2	Tags	Nr.				
13.3	Permit books	Nr.				
13.4	Calipers	Nr.				
13.5	Key safes	Nr.				
	<b>TOTAL</b>					
<b>14</b>	<b>PLANT &amp; SCAFFOLDING</b>					
14.1	Telescopic Hoist	month				
14.2	TH - Driver	month				
14.3	Scaffolding	month				
14.4	None	Nr.				
14.5	None	Nr.				
	<b>TOTAL</b>					
<b>GRAND TOTAL TO BE CARRIED TO OHS PROVISION IN QUOTE SCHEDULE</b>						

## WAIVER OF CONTRACTOR'S LIEN

### DEFINITIONS

Contractor: \_\_\_\_\_

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

Agreement: JBCC Minor Works Edition 5.1 - March 2014

Works (description): **DEPARTMENT OF PUBLIC WORKS: KWADUKUZA: ILEMBE DISTRICT OFFICE:  
MAINTENANCE OF LIFT FOR A PERIOD OF 36 MONTHS.**

Site: \_\_\_\_\_

### AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the contractor who by  
signature hereof warrants authorisation  
hereto



Annexure 9

**ADDITIONAL SPECIFICATION - EPWP**

**SL**

**EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

**CONTENTS**

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF EPWP BENEFICIARY
SL 08	EPWP BENEFICIARY SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY LABOUR
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

**SL 01 SCOPE**

This project is part of the Expanded Public Works Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for Infrastructure.

**SL 02 TERMINOLOGY AND DEFINITIONS**

**SL 02.01 TERMINOLOGY**

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04      MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05      SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06      DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07      WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08      WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.



- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

**SL 04.11      FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;
  - (iii) in the event of the death of –
    - (1) the employee's spouse or life partner
    - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12      STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

**SL 04.13      KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;

**SL 04.16      HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17      COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18      TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19      CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the EPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

**SL 05      EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:



- (i) in addition to (h)
- a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;
- must be included in the EPWP beneficiary's personal profile file.

#### **SL 07 TRAINING OF EPWP BENEFICIARY**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

(a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential EPWP beneficiary for skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

#### **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

##### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for ExpandedPublic Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a EPWP through the provision of training.

**SL 11.01     PAYMENT FOR TRAINING OF EPWP BENEFICIARY**  
**(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01   Skills development and Technical training for EPWP beneficiary for an average of 10 days**  
**.....(Prov.Sum).....Unit: R/EPWP beneficiary**

**The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.**

**SL 11.01.02   Penalty     due     to     not     meeting     the     target     as     in**  
**SL 11.01.01.....Unit: EPWP beneficiary**  
**LESS R 2000 per EPWP beneficiary**

**SL 11.02     PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

**SL 11.02.01   Life skills training for 26 days:**

- 01   Travelling (based on 50 km/youth worker) .....Unit: km  
02   Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary  
03   Profit and attendance..... Unit: %

**SL 11.02.02   Skilled development and Technical training:**

- 01   Travelling (based on 50 km/youth worker).....Unit: km  
02   Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary  
03   Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the EPWP beneficiary to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

**SL 11.03     ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01   Life skills training for 26 days ..... Unit: EPWP beneficiary**

**SL 11.03.02   Skilled development and Technical training for EPWP beneficiary for (.....)**  
**days..... Unit: worker-days**

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.



