

Health Office Park
Private Bag X 2068
MMABATHO
2735**SUPPLY CHAIN MANAGEMENT**Tel: +27 (18) 391 4236
Email: rpulenyane@nwpg.gov.za
www.health.gov.za**INVITATION TO BID: NWDOH /PS/13/21-2: PROVISION OF WATER SERVICES AT GANYESA HOSPITAL SITUATED IN KAGISANO MOLOPO LOCAL MUNICIPALITY WITHIN THE DR RUTH SEGOMOTSI MOMPATI DISTRICT, NORTH WEST PROVINCE: CIDB GRADING 6CE OR HIGHER**

Open bids are hereby invited for provision of water at Ganyesa Hospital situated in Kagisano Molopo Local Municipality within the Dr Ruth Segomotsi Mompoti District, North West Province.

The conditions contained in the Preferential Procurement Policy Framework Act and 2022 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH /PS/13/21-2**Company Name :****Closing date : 06 AUGUST 2024****Closing time : 11H00****Technical enquiries: Mr Gregory Leseyane At 066 289 2635/ 018 391 4632**

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. Regulation 16A9. 1 [e] and [f] the Accounting Officer of the Department may-

i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or

ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. Regulation 16A9.2 [a] and [b] the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

- i. Bid information and documentation are confidential
- ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. IN TERMS OF THE NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an Institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **Failure to submit all the required documents may render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and initial on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to award any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 3 OF 2015/2016 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms R Pulenyane 018 391 4236 at email rpulenyane@nwpg.gov.za

TECHNICAL ENQUIRIES:

Mr Gregory Leseyane 066 289 2635/ 018 391 4632 glleseyane@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID CONDITIONS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b) Bids will be valid for a period of 90 days.
- c) All bid prices must be quoted in South African currency and must be VAT inclusive.
- d) All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

15. BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **PFMA SCM INSTRUCTION NO.9 OF 2022/2023 MANDOTRY UTILISATION OF THE E-TENDER PORTAL FOR PUBLICATION OF BID OPPORTUNITIES, BID AWARDS AND ANY BID RELATED NOTIFICATIONS DATED 13 OCT 2022** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 Nov 2022, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- a) Bid description;
- b) Bid number;
- c) Name of the PFMA compliant institution;

- d) The place where the bid is required;
- e) The closing date and time of the bid;
- f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
- g) The place where bids can be collected;
- h) The place where bids should be delivered; and
- i) The bid document, that is,
 - Invitation to Bid-which explains the bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference or Bill of Quantities requirements - depending on the technical nature of the bid.

16. BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the SBD forms (SBD form 1, 3.1, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail.**
- (b) Copies of Identity Documents of the Directors / Main Shareholders of the company.
- (c) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder
- (d) **Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of Two Hundred Rand (R200-00). Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –Bidders are encouraged to download the bid documentation from the E-Tender**

Bank Name	: ABSA
Account Name	: NW Health
Account Holder	: NWPG
Branch Code	: 632005

Account Number : 41-1181-1655
Account Type : Cheque Account

- (e) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**
- (f) Bidders are required to submit a copy valid B-BBEE Status level Verification Certificate or copies thereof, together with their bids, to substantiate their B-BBEE rating claims.
An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less
- (g) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.
- (h) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**
- Copy of Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
 - Copies of Identity Documents of all Directors / Main Shareholders of the company.-
 - Joint venture agreement duly signed by all parties
 - A certificate or agreement regarding shareholder -ship of members
 - Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**

- Valid Certificate or Original copy of the Consolidated B-BBEE Status level verification Certificate.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE
- (i) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid
- (j) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

16. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

16.1 Verification agencies accredited by SANAS

- 16.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 16.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee default.php>
- 16.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 16.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity

- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

17. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 17.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 17.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 17.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 17.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or
- 17.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is this context that an EME may submit a B-BBEE verification certificate

17. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

- 1. CIDB GRADING 6CE OR HIGHER**
- 2. BIDDER REQUIREMENTS**
- 3. TECHNICAL SPECIFICATION**
- 4. 80/20 PREFERENTIAL POINT SYSTEM**

80 = Price (NOTE: All bid price/should be VAT inclusive)

20 = Preferential points (Points will be allocated according to the below table)

Specific Goals	Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific Local Municipality or district municipality for work to be done or services to be rendered in that area (Mandatory)	4
Residing within Dr RSM District in the North West.	4
Residing outside Dr RSM District but within other Districts in the North West Province	3
Residing outside the North West Province	0
Designated Groups (Any bidder who meets one or more of the requirements will obtain the maximum points)	6
- Enterprises 51% owned by black women. - Enterprises 51% owned by people with disability. - Enterprises 51% owned by black youth. - Enterprises 51% owned by black military veterans - Registered Cooperatives within the North West department of Health database	6

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 02/07/2024

COMPLIANCE CHECKLIST

NB. THE BIDDERS MUST COMPLETE THE CHECKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE BID ADMINISTRATIVE REQUIREMENTS

NO	REQUIREMENT	HAVE YOU ATTACHED Answer Yes or No
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2022 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.1- Firm Price	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
4	Copies of Identity Documents of all Directors / Main Shareholders of the company.-	
5	Copy of Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- Indicate the expiry date[s] of all the TCC The Department will also verify the tax compliance status of bidder	

6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail	
7	TOTAL BID PRICE INCLUDING VAT AMOUNT.....	
8	Bidders are required to submit a valid B-BBEE Status level Verification Certificate or copies thereof, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Copy of Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder Indicate the expiry date[s] of all the TCC of the JV partners.	
9.2	Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture.	
9.3	Joint venture agreement duly signed by all parties	
9.4	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number NB-Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement	

9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.	
9.6	Original Certificate or Original copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH /PS/13/21-2 Company Name : Closing date : 06 AUGUST 2024 Closing time : 11H00	
13	Address and contact details:	

SIGNATURE BY BIDDER:

DATE:

Ground Floor,
Health Office Park
Private Bag X 2068
MMABATHO**DEPARTMENTAL BID ADJUDICATION
COMMITTEE**Tel no: 018 391 4514
Eng: Ms N. Moeketsi
Email: nmoeketsi@nwp.gov.za**1. NAME OF BID**

PROVISION OF WATER SERVICES AT GANYESA HOSPITAL SITUATED IN KAGISANO MOLOPO LOCAL MUNICIPALITY WITHIN THE DR RUTH SEGOMOTSI MOMPATI DISTRICT, NORTH WEST PROVINCE.

2. PURPOSE

To invite open bids for urgent procurement of water at Ganyesa Hospital situated in Kagisano Molopo Local Municipality within the Dr Ruth Segomotsi Mompati District, North West Province.

3. BACKGROUND INFORMATION

The Water crisis in Ganyesa Hospital started when there was shortage of water from the Kagisano Molopo Local Municipality. The current borehole does not have sufficient water to cater for the hospital demand. Mekan Engineering Services were appointed as Consultants for Hot and Cold Water reticulation with the view to investigate the water challenge within the hospital. An interim solution is being implemented whilst the long outstanding issues of old reticulation remains a challenge for provision of a sustainable solution as contained in the consultant's report.

4. EXPECTED DELIVERABLES AND OUTCOMES

The Urgent procurement of water at Ganyesa Hospital will ensure sustainable provision of water and continued of health services as well as compliance to the Occupational Health and Safety Act 85 of 1993.

5. TIME FRAME/DURATION OF TENDER

9 Months

6. TECHNICAL SPECIFICATIONS

The Bill of Quantity is attached and the Technical specification was prepared by the consultants and reviewed by the Hospital and the IDTS that this will ensure resolution of the water challenge within the hospital.

The high level scope of work includes but not limited to the following:

- Drilling of new borehole as well as and equipping of existing boreholes;
- Provision of direct supply from the Municipality;
- Supply and installation of water softener;
- Connection to existing services

7. BIDDER REQUIREMENTS

- a) The bidder must be registered with Construction Industry Development Board (CIDB) with a grading designation of **Grade 6CE or higher**.
- b) Provide a valid COIDA letter of good standing.
- c) Construction Project Manager should have a Degree/National Diploma in Built Environment with at least three (3) years relevant experience and a professional registration certificate from SACPCMP as a Construction Project Manager. **(Attach a detailed CV outlining years of experience, job responsibilities and name of the institutions worked, copies of qualifications & professional registration certificate)**
- d) Construction Supervisor and/or Foreman should have a Degree/National Diploma in Built Environment with at least three (3) years relevant experience. **(Attach a detailed CV outlining years of experience, job responsibilities and name of the institutions worked and copies of qualifications)**
- e) Safety Officer should have a Degree/National Diploma in Occupational Health and Safety/Safety Management with at least three (3) years relevant experience and a professional registration certificate from SACPCMP as a Construction Health and Safety Officer. **(Attach a detailed CV outlining years of experience, job responsibilities and name of the institutions worked, copies of qualifications & professional registration certificate)**
- f) Bidder should have completed three (3) or more similar type projects (Civil works) with a value of R3 million or more for each project. **(Attach letters of award and completion certificates)**

8. POST AWARD REQUIREMENTS

The successful bidder shall on his own cost purchase the latest **GCC Contract**, which will be entered into and signed off by both parties.

9. EVALUATION CRITERIA

a. 80/20 PREFERENCE POINTS SYSTEM

- 80 = Price (All bid prices must be VAT inclusive)
- 20= Preferential points which will be allocated in accordance to specific goals table below

Specific Goals	Procurement Transaction Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific Local Municipality or District Municipality, Township or region for work to be done or services to be rendered in that area (Mandatory)	4
Residing within Dr RSM District in the North West Province.	4
Residing outside DR RSM but within other Districts in the North West Province.	3
Residing outside the North West Province	0
Designated Groups (Any bid that meets 1 or more of the requirements will get the maximum points)	6
• Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by black military veterans • Registered Cooperatives within the North West department of Health database	6

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

Technical Enquiries to be directed to:

Name : Mr. Gregory Leseyane

Tel : Tel: (018) 391 4632 / 066 289 2635

DEPARTMENT OF HEALTH – NORTHWEST



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

ID NUMBER: NWDOH/PS/13/21-2

CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY AT GANYESA DISTRICT HOSPITAL

NAME OF BIDDER (BIDDING ENTITY) (FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)	
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health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH
NORTHWEST PROVINCE

Cnr 1st Street &, Sekame St
Mahikeng
2745

Mr Gregory Leseyane
Tel: 066 289 2635
E-Mail: gleseyane@nwpg.gov.za

Mr M Manhivi
Tel.: 061 383 1886
Email: MManhivi@nwpg.gov

Department of Health – North West

CONTRACT NUMBER: NWDOH/PS/13/21-2

CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY
AT GANYESA DISTRICT HOSPITAL



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

CLOSING DATE:

CLOSING TIME:

TENDER INFORMATION (To be completed by the tenderer)

NAME OF TENDERER

CONTACT PERSON

ADDRESS

TEL NO

E-MAIL ADDRESS

CSD NO

CIDB GRADING

CIDB REGISTRATION NO (CRS)

B-BBEE LEVEL

TENDER AMOUNT (INCL. VAT)

COMPLETION TIME (Working Days)

(As per C1.3: Contract Data: Part 2: Clause 1.1.1.14)

Department of Health – North West
CONTRACT NUMBER: NWDOH/PS/13/21-2
CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY
AT GANYESA DISTRICT HOSPITAL



health

Department of
Health
 North West Province
 REPUBLIC OF SOUTH AFRICA

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C 3.1	Description of Works C 3.1 – 1 to 1
C 3.2	Standard Specifications C 3.2 – 1 to 15
C 3.3	Particular Specifications C 3.3 – 1 to 1
C 3.4	Management C 3.4 – 1 to 7
C 3.5	Health & Safety C 3.5 – 1 to 9
PART C4	SITE INFORMATION
C 4.1	Site Information C 4.1. – 1 to 1
PART C5	ANNEXURES
C 5.1	Tender Drawings

The Tenderer shall satisfy himself that the tender document is completed in accordance with the above contents.

Department of Health – North West
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CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY
AT GANYESA DISTRICT HOSPITAL



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

PART C1: AGREEMENT AND CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract of Construction Works, Third Edition, 2015, as published by the South African Institution of Civil Engineering (SAICE), is applicable to this Contract and is obtainable from www.saice.org.za.

Variations, amendments and additions to the General Conditions of Contract (GCC) as Special Conditions of Contract prescribed by the Employer are set out in this contract. Each item of the Special Conditions of Contract given herein is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Pro Forms bound with the General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The sections listed below contain data that is specific to the project and form the contract. This will be used as basis for contract compliance and any dispute resolution that may arise during and/or after the contract:

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 1)
- C1.3 Contract Data (Part 2)
- C1.4 Form of Guarantee

For the Tenderer
(Name and address of organization – stamp if available)

Signature.....	Witness
Name	Name.....
Capacity	Signature.....
CIDB registration number	Date.....
Date	

For the Employer
(Name and address of organization – stamp if available)

Signature.....	Witness
Name	Name.....
Capacity	Signature.....
CIDB registration number	Date.....
Date	

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C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Part 1)

C1.3 Contract Data (Part 2)

C1.4 Form of Guarantee

PART C1.1: AGREEMENT AND CONTRACT DATA

OFFER

The employer, identified in the acceptance signature block, has solicited offer to enter a contract for the procurement of:

CONTRACT NO.: NWDOH/PS/13/21-2

The tenderer, identified in the offer signature block, has examined the documents listed in the contract data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of contract.

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 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 condition of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS:

.....

(In words).

R (in figure)

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 whereupon the tenderer becomes the party named as the contractor in the Condition of Contract identified in the Contract Data.

For the Tenderer
(Name and address of organization – stamp if available)

Signature

Name

Capacity

CIDB registration number

Date

Witness

Name

Signature

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

And drawings and documents or parts thereof, which may be incorporated by reference into Part 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said document are valid unless contained in this schedule, which must be duly signed by the authorized representative(s) of both parties.

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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the contract data, or just after, the date this agreement comes into effect. Failure to fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer
(Name and address of organization – stamp if available)

Signature

Name

Capacity

Date

Witness:

Name

Signature

Date

Schedule of Deviations

1 Subject

2 Subject

3 Subject

4 Subject

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

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

For the Tenderer

(Name and address of organization – stamp if available)

Signature

Name

Capacity

For the Employer

(Name and address of organization – stamp if available)

Signature

Name

Capacity

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health

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C1.2: CONTRACT DATA (Part1)
DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Variations, amendments and additions to the General Conditions of Contract (GCC) as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross- referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract of Construction Works, Third Edition, 2015, as published by the South African Institution of Civil engineering (SAICE), is applicable to this Contract and is obtainable from www.saice.org.za

The Pro Forms bound with the General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the GCC for Construction Works, Third Edition, 2015, are applicable to this Contract:

Compulsory Data

Clause	
1.1.1.13	The Defects Liability Period is 12 (Twelve) months, measured from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer is NorthWest Department of Health.
1.1.1.16	The name of the Employer's Agent will be provided upon award.
1.1.1.26	The Pricing Strategy is a Fixed Price Contract.
1.2.1.2	The Employer is NorthWest Department of Health. The Employer's address for receipt of communications and notices is follows: Mr Gregory Leseyane Tel: 018 391 4632 / 066 289 2635 E-Mail: gileseyane@nwpg.gov.za Mr M Manhivi Tel.: 061 383 1886 Email: MManhivi@nwpg.gov Postal Address: Health Office Park Private Bag X 2068 2735
1.3.3	The language of the Contract and written communication shall be English as determined by the Employer and the Employer's Agent at the onset of the Contract.

1.3.6	The Employer's Agent shall retain copyright and property rights on his documentation, etc
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1. Nominating the Employer's Agent's Representative in terms of Clause 3.3.1 2. Delegation of Employer's Agent's authority in terms of Clause 3.3.4. 3. Granting permission to work during non-working times in terms of Clause 5.8.1. 4. Suspend the progress of the works in terms of Clause 5.11. 5. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3
4.1.2	Amend the first three lines to read: "Where any part of the works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in and design, drawing and document and any loss or damage arising out of such error or deficiency."
4.2	Add the following new sub-clause:
"4.2.3.1	The Employer's Agent shall establish the basic reference pegs and benchmarks on the site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.
4.2.3.2	After compliance by the Employer's Agent with the provisions of Sub-Clause 5.4.1, the Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the Works and for the provision of all necessary instruments, appliances, and labour in connection therewith.
4.2.3.3	If at any time during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor , on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Sub-Clause 5.4.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1. The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs, and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."
4.3	Add the following new sub-clause:
"4.3.3	The Employer and the Contractor shall enter into an agreement to complete the work required for construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder. An agreement is concluded in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer, together with a letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within 14 (fourteen) days after the Commencement Date. The Contractor shall ensure that any letter of Good Standing shall be timeously renewed in order that it remains in full force for the duration of the Contract".

4.4.4	Add the Employer's Agent to the consultation between the Employer and the Contractor.
4.9	Add the following new sub-clause:
"4.9.2	In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purpose of the contract, the Employer shall
	be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or the recovered at law from the Contractor by the Employer.
4.9.3	When entering into any subcontractor for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the Subcontractor."
5.3.1	The Commencement Date will be the date that the site is handed over to the Contractor by the Employer's Agent/Employer. The Contractor shall commence executing the Works execution is: 1) Approved Health and Safety Plan (Refer to Clause 4.3) 2) Initial programme (Refer to Clause 5.6) 3) Security or performance guarantee (Refer to Clause 6.2) 4) Insurance (Refer to Clause 8.6) 5) Occupation Health and Safety Agreement (C1.4 of the Contract Document) 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	The Works programme is to be delivered within <u>7 (seven) days</u> of the commencement Date The time to deliver the Performance Guarantee; within <u>28 (twenty-eight) days</u> of Acceptance The liability for the guarantee shall be for <u>10 (ten) %</u> of the Contract price The Works are to be commence within <u>14 (fourteen) days</u> of the Commencement Date The other documentation required before commencement with Works execution is <u>28 (twenty-eight) days</u>
5.3.2	Add the following clause after 5.3.3
5.3.4	"5.3.4: The Contractor shall commence executing the Works within <u>14 (fourteen) days</u> from the Commencement Date. The Commencement Date will be the date when all of the following take's place: 1) Site Handover to the Contractor 2) The Completion of the Form of Offer and Acceptance 3) The above will take place within <u>7 (seven) days</u> of the issue of the Letter of Acceptance
5.4	Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the public is required.
	Add the following sub-clause:
"5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for purposes of the Works."

5.8.1	The non-working days are usually Sundays. The special non-working days are: <i>Public holidays and the official Builder's Holiday (Year End Break).</i>
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5.9.1	Add the following paragraph: All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.
5.11.4	Add the following after Contractor, and before the Contractor: in the third line "or by reason of any Contractor executing construction work, which is not in accordance with the Contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons"
5.12.2.2:	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in the Project Specifications for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. The number of days quoted under the project Specifications shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced. Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the time for completion or set against any over-provision that may have occurred in the abovementioned Schedule. It shall further be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. See also C 3.3.3.5.10.
5.13.1	The penalty for failing to complete the Works is R 10 000-00 (Ten thousand Rand) or 0.1% of Contract Value, whichever is greater, per calendar day of delay.
5.14.4	Add the following at the end of this sub-clause: "However, a Certificate of Completion will not be issued the Contractor hands over a consolidated Health and Safety file that shall include all the specified information, as well as all "Record" information as required by the Employer's Agent."
5.16.3	The latent defect period is 10 (ten) years.
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of 10 (ten) % of the Contract Sum. The performance guarantee shall contain the wording of the document included in C 1.3.
6.2.2	Delete Clause 6.2.2 in its entirety.
6.2.3	Delete Clause 6.2.3 in its entirety and replace with the following "The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued."

6.3	Add the following sub- clause: “6.3.3.1: The Fixed Price will be fixed as tendered, irrespective of the percentage variation.”
6.6	In the second line of sub-clause 6.6.1.2, after the words “sum or sums” insert the words “excluding VAT.” In the first line of sub-clause 6.6.1.2.1, after the words “sum or sums” insert the words “excluding VAT.”

	In the second line of sub-clause 6.6.1.2.2, after the word ‘sum” insert the words “excluding VAT.” In the fourth line of sub-clause 6.6.2, after the word “price” insert the words “excluding VAT.”
6.7.1	Refer to sub-clause 1.1.1.26 and C 3.3.6.13
6.8.2	Add the following to Clause 6.8.2: “The tenderer Fixed Price shall not be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract. If special materials are specified in part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.”
6.8.4	Add the following to Clause 6.8.4: “Notwithstanding the above, in the event that a public holiday is proclaimed after 28 (twenty-eight) days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.”
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 (eighty) %. See also Clause C 3.3.5.5.
6.10.2	Replace the second sentence (commencing “The valuation of such materials”) with the following: “The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of Any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer’s Agent as payable to the Contractor in respect of each payment Certificate, as provided for in sub-clause 6.10.1;” Add the following: “Payment to the Contractor for any materials on site shall only be authorised after proof of ownership by the Contractor has been lodged with the Employer’s Agent in the form of receipted invoices or other acceptable documents.”
6.10.3	

	Interim payment to the Contractor shall be subject to retention by the Employer of an amount of 5 (Five) % of the said amounts due to the Contractor. The limit of retention money is 5 (Five) % of the Contract Price, including allowances for contingencies and Contract Price adjustment. A guarantee in lieu of retention is not permitted for the latent defects period.
6.10.4	Add the following to Clause 6.10.4: "Furthermore, payment shall be subject to the Employer being in possession of an original valid Tax Clearance Certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original Tax Clearance Certificate to the Employer) should any current certificate expire during the contract period. Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work."
6.11	For the purpose of this Tender abovementioned Clause shall change so that 15 (fifteen) % reads 14 (fifty) % <i>Add the following to this sub-clause:</i>

7.4.1	Add the following to this sub-clause: "The contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him. Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements. The intensity of control and of test to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the employer's Agent. Where any natural materials or products made from natural material are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer's Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirement."
7.6.3.3	Add the following new sub-clause: "To stop any contractor from executing construction work, which is not in accordance with, the Contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing."
8.4.1.1	Delete and replace with the following: "... hereby indemnifies the Employer, the Employer's Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any Employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and"

8.6	
8.6.1.1.2	The value of Plant and Material supplied by the Employer to be included in the insurance sum is R0-00 (Nil Rand)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R1 500 000-00 (One Million Five Hundred Thousand Rand)
8.6.1.3	The limit of indemnity for liability insurance is R10 500 000-00 (Ten Million Five Hundred Thousand Rand)
8.6.1.5	In addition to the insurances required in terms of the General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4, the following insurance is also required: a) Insurance of Construction Equipment (including tools, offices and other temporary structure and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 c) Motor vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an Insurance Broker's Warranty, worded precisely as given in Part C 1.6 "Insurance Broker's Warranty".
8.6.8	Add the following new sub-clause 8.6.8: "Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of insurance."
9.2.1	Add the following new sub-clause 9.2.1.3.9, 9.2.1.3.10, 9.2.1.3.11 and 9.2.1.3.12: "9.2.1.3.9: The Contractor committed a corrupt or fraudulent act during the procurement process or execution of the contract." "9.2.1.3.10: An official or other role player committed any corrupt or fraudulent act during the procurement Process or in the execution of the contract that benefitted the Contractor.: "9.2.1.3.11: The Contractor fails to provide the required Guarantee and insurances within the prescribed time." "9.2.1.3.12: Has failed to execute construction work in accordance with the Contractor's Health and Safety Plan or with a threat to the health and safety of persons within 14 (fourteen) days after receiving from the Employer's Agent written notice of the same."
10.1.6	Add the following sub-clause: "Early warning – A party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects. The Contractor's entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps."

	ADDITIONAL CONDITIONS OF CONTRACT Add the following new clause after Clause 10:
11	Clause 11: Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent from the Employer's Agent.

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C1.3: contract data (Part2)

DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is:

Physical address:

.....

.....

Postal address:

E-mail address:

Fax number:

Contact person:

Cell No:

Clause 1.1.1.14:

The time for achieving Practical Completion is: Days from the Commencement Date.

In determining their Tender Period, Tenderers must take cognisance of Construction Regulations, 2014 Clause 3(1), as applicable.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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C1.4: FORM OF GUARANTEE

PERFORMANCE GUARANTEE FROM AN APPROVED FINANCIAL INSTITUTION

For se with the General Condition of contract for construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: NORTHWEST DEPARTMENT OF HEALTH

"Contractor" means:

Engineer Means: Employer's Agent

"Works" means: Construction of Alternate Bulk Water Supply At Ganyesa District Hospital

"Site" means: The site as defined in Clause 1.1.1.29 of the General Condition of Contract

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

"Contract Sum" means: The accepted amount exclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever comes first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
 - 4.3. a copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; or
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor, showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this performance Guarantee shall bear interest at the prime overdraft rate of the Employer's banks compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until date of refund
8. Payment by the Guarantor in terms of 4 or 5 shall be made within 7 (seven) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

DATE:

GUARANTOR'S SIGNATORY (1):

CAPACITY:

GUARANTOR'S SIGNATORY (2):

CAPACITY:

WITNESS SIGNATORY (1):

WITNESS SIGNATORY (2):

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C 2.1: PRICING INSTRUCTIONS

1. The Tender Data, the Contract Data, the Scope of Works and the Site Information shall be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured and paid for net, in accordance with the tender information, without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

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Should the Tenderer group a number of items together and tender sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

7. The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

8. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the SANS 1200 Civil Engineering Specification.

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tender rate of the (same) item

Sum : An amount tender for an item, the extent of which is described in the Schedule of

Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

9. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

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mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

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C 2.2: Bill of Quantities

Item	Payment Ref.	Description	Unit	Qty	Rate (R)	Amount (R)
1.	SANS 1200A	<u>PRELIMINARY & GENERAL</u>				
1.1	8.3	<u>FIXED-CHARGE ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1.0		
1.1.2	8.3.2	<u>Establish Facilities on Site</u>				
	8.3.2.1	i) <u>Facilities for Engineer</u>				
		a) Furnished offices	Sum	1		
		b) Telephone	Sum	1		
		a) Nameboards	no.	2		
	8.3.2.2	ii) <u>Facilities for Contractor</u>				
		a) Offices and storage sheds	Sum	1		
		b) Workshops	Sum	1		
		c) Laboratories	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power and communications	Sum	1		
		h) Dealing with water (Subclause 5.5)	Sum	1		
		i) Access (Subclause 5.8)	Sum	1		
		j) Plant	Sum	1		
1.1.3	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.4	8.3.4	Remove Contractor's site establishment on completion	Sum	1		
1.2		<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
1.2.1	1.4.2.1(a)	Notification of Construction Work	sum	1		
1.2.2	1.4.2.1(b)	Preparation and Provision of Health and Safety Plan	sum	1		
1.2.3	1.4.2.1(c)	Proof of Registration with the Compensation Fund	sum	1		
1.2.4	1.4.2.1(d)	Health and Safety File	sum	1		
Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
1.2.5	1.4.2.1(e)	Appointment of Construction Supervisor and Construction Safety Officer	sum	1		
1.2.6	1.4.2.1(f)	Risk Assessment and Safety Policy	sum	1		
1.2.7	1.4.2.1(g)	Significant hazards identified and risk assessment prepared by the Design Consultants	sum	1		
1.2.8	1.4.2.1(h)	Additional Financial Provision	sum	1		
1.2.9	1.4.2.1(i)	Fall Protection Plan (Regulation 8)	sum	1		
1.2.10	1.4.2.1(j)	Physical and Psychological Fitness (Regulation 8.2(b))	sum	1		
1.2.11	1.4.2.1(k)	Construction Vehicles and Mobile Plant	sum	1		
1.2.12	1.4.2.1(l)	Health and Safety training	sum	1		
1.2.13	1.4.2.1(m)	Personal protective clothing and equipment	Sum	1		
1.2.14	1.4.2.1(n)	Fences, signs and barricades	Sum	1		
1.3	8.4	<u>TIME-RELATED ITEMS</u>				
1.3.1	8.4.1	Contractual requirements	month	6		
1.3.2	8.4.2	<u>Operate and maintain facilities on the site:</u>				
1.3.3	8.4.2.1	i) <u>Facilities for Engineer</u>				
		a) Nameboards	month	6		
		b) Survey assistants	month	6		
Carried Forward						

Item	Payment Ref.	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
1.3.4	8.4.2.2	<u>Facilities for Contractor</u>				
		a) Offices and storage sheds	month	6		
		b) Workshops	month	6		
		c) Laboratories	month	6		
		d) Living accommodation	month	6		
		e) Ablution and latrine facilities	month	6		
		f) Tools and equipment	month	6		
		g) Water supplies, electric power and communications	month	6		
		h) Dealing with water (Subclause 5.5)	month	6		
		i) Access (Subclause 5.8)	month	6		
		j) Plant	month	6		
1.3.6	8.4.4	Company and head office overhead costs	month	6		
1.3.7	8.4.5	Other time related obligations	month	6		
1.4	SI 1.4	<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
1.4.1	1.4.2.2(a)	Implementation and Maintenance of Health and Safety Plan	month	6		
1.4.2	1.4.2.2(b)	Salary of Construction Supervisor and Safety Agent	month	6		
1.4.3	1.4.2.2(c)	Risk Assessment and Safety Policy	month	6		
1.4.4	1.4.2.2(d)	Fall Protection Plan	month	6		
1.4.5	1.4.2.2(e)	Physical and Psychological Fitness	month	6		
1.4.6	1.4.2.2(f)	Construction Vehicles and Mobile Plant	month	6		
1.4.7	1.4.2.2(g)	Health and Safety training	month	6		
1.4.8	1.4.2.2(h)	Personal protective clothing and equipment	month	6		
1.4.9	1.4.2.2(i)	Fences, signs and barricades	month	6		

Item	Payment Ref.	Description	Unit	Qty	Rate (R)	Amount (R)
Carried Forward						
Brought Forward						
1.5	PSA8	<u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u> <u>Provisional Sums</u>				
1.5.1	PSA8.2	Material to be used during execution of dayworks	Sum	1		
1.5.2		Overheads, charges and profit on Item 1.5.1	%	10%		
1.5.3	PSA8.3	Royalties for Borrow Materials	Sum	1		
1.5.4	PSA8.4	Relocation of existing services	Sum	1		
1.5.5		Overheads, charges and profit on Item 1.5.4	%	10%		
1.6	PSA9	<u>PRIME COST ITEMS</u>				
1.6.1	PSA9.1	Acceptance control testing	Sum	1		
1.6.2		Overheads, charges and profit on Item 1.6.1	%	10%		
1.6.3		Remuneration of Community Liaison Officer for duration of the Construction	month	6		
1.6.4		Overheads, charges and profit	%	10%		
1.6.7		PSC 5 Members (Seating one per month)	month	6		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

Item	Payment Reference	Description	Unit	Qty	Rate	Amount (R)
2.1	SANS 1200DB 8.3.1	EARTHWORKS (Sewer Trenches)				
		<u>SITE CLEARANCE</u>				
2.1.1	8.3.1a)	Clear vegetation and trees of girth up to 1m	m	800		
	8.3.1b)	Clear trees of girth over 1.0m and designated obstacles	no.	12		
2.2	8.3.2	<u>EXCAVATION</u>				
2.2.1	8.3.2a)	Excavation in all materials for trenches, backfill, compact and dispose of surplus material				
	a)	0m to 0.5m in depth	m	0		
	b)	0.5m to 1.0m in depth	m	750		
	c)	1.0m to 1.5m in depth	m	20		
	d)	1.5m to 2.0m in depth	m	30		
2.2.2	8.3.2b)	Extra over item 4.2.1 for:				
	a)	Intermediate excavation (Provisional)	m ³	300		
	b)	Hard rock excavation (Provisional)	m ³	480		
	c)	Boulder excavation Class B	m ³	0		
2.2.3	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m ³	0		
2.3	8.3.3	<u>EXCAVATION ANCILARIES</u>				
2.3.1	8.3.3.1	Make up deficiency in backfill material (Provisional)				
	a)	From other necessary excavations on site	m ³	200		
	b)	By importation from designated borrow pits	m ³	100		
	c)	By importation from commercial sources	m ³	150		
2.3.2	8.3.3.3	Compaction in road reserves	m ³	100		
2.3.3	8.3.3.4	Overhaul				
	a)	Limited overhaul (Provisional)	m ³	0		
	b)	Long overhaul (Provisional)	m ³ .km	0		
2.4	8.3.5	<u>EXISTING SERVICES</u>				
	a)	Services that intersect a trench	no	0		
	b)	Services that adjoin a trench	m	0		
Carried Forward						

Item	Payment Reference	Description	Unit	Qty	Rate	Amount (R)
Brought Forward						
2.5	SANS 1200LB	BEDDING				
2.5.1	8.2.1	<u>PROVISION OF BEDDING FROM TRENCH EXCAVATIONS</u>				
		a) Selected granular material	m ³	200		17 000.00
		b) Selected fill material	m ³	0		Rate Only
		c) General fill material	m ³	0		Rate Only
2.5.2	8.2.2	<u>SUPPLY ONLY OF BEDDING BY IMPORTATION</u>				
2.5.2.1	8.2.2.1	From other necessary excavations (Provisional)				
		a) Selected granular material	m ³	150		Rate Only
		b) Selected fill material	m ³	0		Rate Only
2.5.2.2	8.2.2.2	From borrow pits to be arranged by the contractor (Provisional)				
		a) Selected granular material	m ³	0		Rate Only
		b) Selected fill material	m ³	1		Rate Only
2.5.2.3	8.2.2.3	From commercial sources (Provisional)				
		a) Selected granular material	m ³	180		Rate Only
		b) Selected fill material	m ³	0		Rate Only
2.5.3	8.23	Concrete bedding cradle	m ³	6		Rate Only
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
3.1	8.2.1	WATER PIPES Supply and lay, handle, bed on Class B, bedding, transport, inspect, joint, cut pipes where necessary, test and disinfect various water pipes of the following sizes and types:				
3.1.1		63mm HDPE Pipe	m	300		
3.1.2		110mm uPVC Pipe	m	600		
3.2	8.3.8	CONNECTION TO EXISTING PIPELINES				
3.2.1		Excavate in all materials to locate existing pipelines, (transport, supply and install, complete cut and join with necessary Cast Iron fittings to existing pipe)	No	1		
3.3	8.2.11	ANCILLARY ITEMS				
3.3.1	8.2.11	Anchor thrust blocks and pedestals using mass concrete of a mix of 15 Mpa strength	m3	10		
3.3.2		Remove and reinstate existing fences only to original conditions after laying of pipes where applicable	Sum	1		
3.4		Provisional Sums				
3.4.1.		Ground Investigations	Prov Sum			300 000.00
3.4.2		Borehole Pump Stations, Accessories and Controls	Prov Sum			950 000.00
3.4.3		Drilling of additional Boreholes	Prov Sum			1 900 000.00
3.4.4		Fitting, Valves & Bends	Prov Sum			300 000.00
3.4.5		Water Storage Tank Repairs	Prov Sum			700 000.00
3.4.6		Power Supply	Prov Sum			300 000.00
3.4.7.		Perimeter fencing around borehole stations	Prov Sum			350 000.00
3.4.8.		500KL Pressed Steel Water Storage Tank	Prov Sum			1 700 000.00
3.4.9.		Reinstate control console at existing borehole pump station	Prov Sum			55 000.00
TOTAL SCHEDULE 5 CARRIED FORWARD TO SUMMARY						

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C 2.3: Summary of Schedules

Summary

Schedule No.	Description	Amount
1	Preliminary & General	
2	Excavations (Water)	
3	Water Pipeline	

Subtotal 1	
Contingencies (10%)	
Subtotal 2	
Vat (15%)	
Total	

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C3.1 : DESCRIPTION OF WORKS

PS 1 GENERAL DISCRIPTION OF PROJECT

CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY AT GANYESA DISTRICT HOSPITAL

PS 1 – 1 ALTERNATE BULK WATER SUPPLY

- Drilling of two new boreholes.
- Repair and relocate existing water storage tank to new position.
- Upgrade water storage.
- Equip two new boreholes.
- Install two new borehole pump stations.
- Reinstate control console at existing borehole pump station
- Install water rising main, supplying upgraded water storage.

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C 3.2 STANDARD SPECIFICATIONS

PS 2 DESCRIPTION OF SITE AND ACCESS

The site is situated within the inner boundaries of Vryburg. Access to the site will be via exiting municipal Roads and gravel roads. The exact location is available in section C 4.1 – Site Information.

PS 3 DRAWINGS

Construction drawings will not be provided for this contract since the nature of the contract is that of refurbishment of the existing plant. The contractor is to take measurements on site and confirm details with the Engineer.

PS 4 WORKS PROGRAMME

The contractor must complete a preliminary works programme and attach to the tender document. The works programme must be revised with 21 days after the acceptance of the tender.

PS 5 SITE FACILITIES AVAILABLE

PS 5-2 WATER SUPPLY

Water is available on site, but the contractor must make the necessary arrangements with the Client regarding the water supply connection. The water must be metered and paid for by the contractor.

PS 5 - 3 ELECTRICITY SUPPLY

The contractor will have to make his own arrangement regarding electricity if needed.

PS 5 - 4 LOCATION OF CAMP AND DEPOTS

The contractor must make arrangements with the Client for an area to be used as the site camp.

PS 5-5 HEALTH & SAFETY

The contractor must make the necessary arrangements to comply with the Occupational Health and Safety act including all registrations required and the appointment of a qualified safety officer on site.

PS 6 SITE FACILITIES REQUIRED

PS 6 - 1 ENGINEERS OFFICE

A separate office for the Engineer will be required together with facilities for meetings.

PS 6 - 2 SANITATION AND FIRST AID

The contractor should provide and maintain adequate sanitation and first aid for his work force.

PS 6 - 3 TELEPHONE

A site telephone will not be required by the engineer. The contractor must be available on his cellular telephone 24/7. The time related tender rate for the contractor's telephone shall include for official calls made by/to the engineer.

PS 6 - 4 HOUSING FOR THE CONTRACTOR'S EMPLOYEES

The contractor shall make his own arrangements regarding the housing of his employees. The transporting of the contractor's employee is for his own responsibility and cost. No extension of time will be granted for the afore mentioned as a result of mismanagement.

PS 6 - 5 SECURITY

The contractor is responsible for his own security on site.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7 - 1 EXISTING SERVICES

The possibility of crossing existing services while carting out the works. The contractor must liaise with service owners before any excavation begins, as the responsibility remains with the contractor to detect and protect the existing services.

PS 7 - 2 BORROW PITS

No borrow pits

PS 8 OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

The Occupational Health and Safety Act (Act 85 of 1993) The Construction Regulations 2014 shall apply. Refer to Government Gazette No.40883, 2 June 2017. The Gazette is available online at www.gpwonline.co.za.

The cost of health and safety measures required in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act shall include but is not limited to:

1. Remuneration of the Safety Officer
2. Administration requirements
3. Health and Safety Plan and file
4. Health and Safety training
5. Signage and barricading
6. Fire fighting equipment and first aid box
7. Personal Protective Equipment
8. Measures for public safety
9. Dust suppression
10. Health and hygiene (sanitary bins, toilet paper, soap, hand wash facilities, etc.)
11. Potable water for drinking
12. Covid-19 compliance
 - Screening facilities
 - Hand and surface sanitizing and disinfection
 - Social distancing measures
 - Isolation /sick bays

PS 9 EXCAVATIONS

The contractor is responsible to ensure that all excavations are protected from sliding and collapsing and that adequate lateral support is provided, this should be included in the tendered rates. The contractor must allow for over breakage in hard excavations in the normal excavation rates.

PS 10 AS-BUILT DRAWINGS AND COMPLETION OF COMMISSIONING FORMS

The contractor shall keep full records of all refurbishment work and hand over this information to the engineer at the completion of the project. The completion payment certificate will only be issued to the client once the Engineer has received such information. Commissioning forms of all mechanical and electrical work must be completed during commissioning and submitted to the engineer for inclusion in the as-built data.

PS 11 Site Instruction Book

A site instruction book in triplicate will be provided by the contractor free of charge.

PS 12 BLASTING ON SITE

Any blasting on site shall be conducted by a competent registered blaster. No blasting shall take place after 17H00 or over the weekends.

PS 13 ACCESS FOR OTHER CONTRACTORS

Not Applicable

PS 14 NOTICE FOR SITE INSPECTIONS

Requests for inspection shall be arranged with the Engineer 48 hours in advance.

PS 15 COST FOR LABORATORY TESTS

The contractor shall make provision in his rates for all tests required while carrying out the works. It is the contractor's responsibility to provide traceability that the works carried out conforms to specification.

PS 16 DAILY RECORDS

The contractor shall keep a daily record of all site activities including weather, personnel, plant and any other aspects deemed to be of value to the contract.

PS 17 PAYMENT CERTIFICATES

Payment certificates will be prepared in accordance with Clause 6.1 of the General Conditions of Contract for Construction Works 2015 2nd edition.

PS 18 RECORDING OF RAIN DAYS

The contractor shall provide and erect a rain gauge for the purpose of recording any rainy periods on site for the duration of the contract. The contractor shall record all rain days which may affect the construction period. In terms of clause 5.12.2.2 of the General Conditions of Contract for Construction Works (2015).

Abnormal weather (rainfall and wet conditions) in terms of Clause 5.12.2.2 of the General Conditions of Contract for Construction Works (2015) shall be calculated according to the following formula:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

where

V = Extension of time for the calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during the calendar month of construction on which a rainfall of Ymm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Ymm or more is recorded in terms of the existing rainfall.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purpose of this contract the values, Nn, Rn, X and Y will be the following:

Rainfall Station: Rustenburg

Period: 2009 – 2019

Average Annual Rainfall: 452

Average No of Days with rainfall exceeding 10mm: 8.6 days / year

Month	Nn	Rn
January	1,4	68
February	1,3	75
March	1,3	74
April	0,9	64
May	0,4	28
June	0,1	19
July	0,1	2
August	0,2	4
September	0,5	5
October	0,5	21
November	0,7	34
December	1,2	58
Total	8,6	452

X = 20 Y = 10

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

The formula does not take any delays as a result of flood damage (which may cause further or similar delays) into consideration and flood damage shall be treated separately for the purpose of extension of time for completion.

The factor (Nw-Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Ymm, but on which wet conditions will hamper or disrupt work.

PS 19 LABOUR

PS 19 – 1 CONTRACTS WITH LABOURERS

The contractor will enter into employment contracts with all local labourers to be employed during the construction period of the project.

PS 19 – 2 WAGE RATES

For the purpose of this tender, tenderers are to price unskilled local labour as prescribed by their regulatory bodies eg. Bargaining Council, Department of Labour.

PS 19 – 3 Community Liaison Office (CLO)

A project liaison officer will be appointed on full-time basis for the duration of the project in order to facilitate, inter alia, the smooth employment of local labour. The CLO will be the link between contractor and labourers. The CLO will be identified by the Client but will be paid out of the project. The salary of the CLO shall be not less than R6 500 per month (fixed) based on an average 9 hour working day.

PS 19 – 4 EMPLOYMENT OF LOCAL LABOUR

PS 19 – 5 QUANTAM OF KEY PERSONNEL

The contractor must submit the description and numbers of his key personnel that he will bring onto site in tender.

PS 19 - 6 QUANTAM OF LABOUR EMPLOYED

The Contractor shall submit detailed daily labour records, weekly to the Engineer indicating respectively the number of permanent and temporary employees employed on the contract, and the activities on which they were engaged.

The number of labourers stated by the contractor in the schedule 1.2 shall be used by the CLO (if appointed), Engineer and Employer, in collaboration with the Contractor in the planning and programming the Contractors local labour requirements.

PS 20 PAYMENT

Payment of the local labour force shall be made on a fortnightly or monthly basis. Formal up to date records must be kept to of all payments made to local subcontractors and labourers.

PS 21 TRAINING OF LOCAL LABOUR

PS 21 - 1 INSERVICE TRAINING OF LOCAL LABOUR

Through the core of artisans, skilled and semi-skilled personnel are required to construct, supervise and adequately control the Contract; the Contractor shall provide the necessary in-service (on-the-job) training in basic construction skills.

PS 22 QUANTITIES

Some of the quantities in the Bill of Quantities are provisional and the Engineer retains the right to change any quantities before awarding the tender, if more accurate quantities become available. These revised quantities shall be entered into the Bill of Quantities and revised amounts calculated according to the original unit rates tendered by the Contractor.

PS 23 VALUE ADDED TAX

The Contractor must be registered as a vendor in terms of the Law of Value Added Tax of 1991 and must supply the Employer with a VAT invoice within 14 days of issuing the payment certificate by the Engineer. The Employer shall have the right to withhold payment if a VAT invoice is not received from the Contractor.

PS 24 STANDARD SPECIFICATIONS

The following Standard Specifications Section apply to this Contract:

SANS 1200 A	:	1986	General
SANS 1200 AB	:	1989	Engineer's Office
SANS 1200 C	:	1980	Site Clearance (Amended 1982)
SANS 1200 D	:	1988	Earthworks (Amended 1990)
SANS 1200 DB	:	1988	Earthworks (Pipe Trenches)
SANS 1200 DM	:	1981	Earthworks (Roads, Subgrade)
SANS 1200 GA	:	1982	Concrete (Small Works)
SANS 1200 L	:	1983	Medium Pressure Pipelines
SANS 1200 LB	:	1983	Bedding (Pipes)
SANS 1200 LD	:	1982	Sewers
SANS 1200 LF	:	1983	Erf Connections (Water)
SANS 1200 M	:	1996	Roads (General)
SANS 1200 ME	:	1981	Sub-base
SANS 1200 MF	:	1981	Base
SANS 1200 MH	:	1996	Asphalt Base and Surfacing
SANS 1200 MJ	:	1984	Segment Paving
SANS 1200 MK	:	1983	Kerbing and Channeling
SANS 1200 MM	:	1984	Ancillary Roadworks

PS 25 NATIONAL AND INTERNATIONAL STANDARDS

The SANS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) in either these Bill of Quantities or the Specification of Materials and Methods to be used, this reference shall be deemed to read "SANS or equivalent standard.

The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the terms "scope of work".

References from, and variations and additions to the Standard Specifications and Particular Specifications are included in Section C 3.3

PS 26 VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS (SANS 1200 AS LISTED IN PS 24)

SANS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.

b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.

c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present. All such services, the positions of which have been located at the critical points, shall be designated as "known" services.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 7 TOLERANCES

PSA 7.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the "authorised" dimensions, and where the actual dimensions are less than the "authorised" dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

PSA 9 MEASUREMENT AND PAYMENT

PSA 9.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 9.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by variation order

Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 Compliance with OHS Act and Regulations

(Including The Construction Regulations 2014) unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

PSA 9.5 Accommodation of Traffic (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)"

SANS 1200 A: PRELIMINARY AND GENERAL

PSA 3.1 Quality of Samples

All materials used shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

PSA 5 CONSTRUCTION

PSA 5.1 Setting out of the work and protection of beacons (Sub-clause 5.1)

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent. Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered. Clause PS 10.6 shall also apply.

PSA 5.1.1 Services (Sub-clause 5.2)

All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer's Agent at his own cost. Clause PS 10.1 shall also apply.

PSA 5.2 Watching Barricading, lighting and traffic crossings, (Clause 5.2)

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

PSA 5.3 Protection of Structures (Clause 5.3)

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Clause PS 10.2 shall also apply.

PSA 5.7 Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.

2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

- The Factories, Machinery and Building Work Act (Act 22 of 1941)
- The Explosives Act (Act 26 of 1956)
- The Mines and Works Act (Act 27 of 1956)
- The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
- The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.
- All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.

- All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.
- The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
- Where adequate safety precautions are not being observed, the Employer's Agent may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.
- The Contractor shall display on a prominent place the following emergency information:
 - Local Police: Telephone number
 - Local Ambulance: Telephone number
 - Local Fire Brigade: Telephone number
 - Nearest Doctor
 - Name
 - Telephone number (office hours)
 - Telephone number (after hours)
 - Consulting room street address
- The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document.

PSA 6.2 Degree of accuracy (Sub-clause 6.2)

Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

PSA 7 Testing (Sub-clause 7)

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.2 Laboratory (Sub-clause 5.2)

A Laboratory for the use of the Employer's Agent Representative is not required on site. A commercial laboratory approved by the Employer's Agent and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 Statistical analysis of control tests (Sub-Clause 7.4)

Statistical control methods will not be applied under this contract.

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 2

PSAB 2 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

SANS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

"The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing."

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

"Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site."

PSC 3 MEASUREMENT AND PAYMENT

PSC 3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

PSC 3.2 Removal of Brickwork, Reinforced And Unreinforced Concrete

(New Clause) unit: m3

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.

SANS 1200 DA: EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

PSDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSDA 1.2 (a) and (c).

PSDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

"Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

Department of Health – North West

CONTRACT NUMBER: NWDOH/PS/13/21-2

CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY AT GANYESA DISTRICT HOSPITAL



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

C 3.3 Particular Specification

PS 27 Bulk Supply System

PS 27 – 1 Civil Engineering Requirements

- **Delivery Pipe**
 - 63mm HDPE CL12
- **Rising Main Pipe**
 - 110mm PVC-O CL12.5
- **Borehole Supply Pump**
 - Flow: 4.547 l/s
 - H total: 150 m
 - Power P1: 11.13 kW
 - Power P2 required in the duty point: 9.168 kW
 - Eta pump: 72.8 %
 - Eta motor: 82.4 %
 - Eta total: 60.0 %
 - Energy consumption: 40422 kWh/Year
 - Spec. energy consumption: 0.6836 kWh/m³ (4.56 Wh/m³/m)
 - Motor type: MS6000
 - Phase: 3
 - Voltage: 380-400-415
 - Frequency: 50 Hz
 - Current (rated): 25 A
 - Current (actual): 20.6 A
 - Cos phi (actual): 0.78
 - Liquid max. temperature: 40 °C



C 3.4. MANAGEMENT

C3.4.1 MANAGEMENT OF THE WORKS

C3.4.1.1 Applicable SANS and SABS Standards

The SANS 1200 Civil Engineering Standardized Specifications are applicable.

C3.4.1.2 Particular Specifications

Refer to Section C 3.3.

C3.4.1.3 Methods and Procedures

(a) Maintenance of access and streets

The operation of construction vehicles on existing roads or streets shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or week days after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

C3.4.1.4 Environmental Management Plan (EMP)

(a) Demarcation of the site

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(a) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

(b) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

(c) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

(d) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(e) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refuelling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refuelling area shall be contained and disposed of correctly.

(b) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(c) Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

C3.4.1.5 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C3.4.1.6 Other Contractors on site

No other road construction contractors will be on site during the implementation of the project.

C3.4.1.7 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

C3.4.1.8 Format of communications

All communication regarding the Contract shall be channelled through the Engineer or his representative.

C3.4.1.9 Planning and programming

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

C3.4.1.10 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.



C3.5 HEALTH AND SAFETY

C3.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2014 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.5.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

C3.5.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

MEASURES AGAINST DISEASE AND EPIDEMICS

COVID 19 ADDITIONAL HEALTH AND SAFETY SPECIFICATIONS

South Africa's state of national disaster can remain in force as long as Parliament is willing to renew it, and under it the executive branch of the government has the power to make such rules as it deems necessary to save lives. But even after the state of disaster ends, existing laws and regulations on workplace safety, preventing communicable disease can be used to enforce measures to slow the spread of the novel coronavirus.

1. HOW CAN WE PREVENT INFECTION?

The following can provide protection against infection from Coronaviruses and many other viruses that are more common in South Africa:

- Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based hand sanitiser.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Avoid close contact with people who are sick.
- Stay at home when you are sick and try and keep a distance from others at home.

- Cover your cough or sneeze with a flexed elbow or a tissue, then throw the tissue in the bin.
- Clean and disinfect frequently touched objects and surfaces.

These are some of the rules and regulations that should be adopting after the hard Covid-19 lockdown ends.

2. TAKING STAFF TEMPERATURES, AND KEEPING A LOG OF VISITORS

Clients, Staff and visitors will be required to check every person who enters premises, staff and visitors alike, for fever. (An elevated temperature is one of the early signs of Covid-19.) We will be required to keep a log detailing when everyone comes and goes, to make for easier tracing of contacts in the event that one of those people tests positive for SARS-CoV-19 later.

3. AT LEAST 1.5 METRES OF SPACE BETWEEN EACH WORKSTATION – AND EVERYWHERE ELSE

- The standard for the distance between people seems to have settled down to 1.5 metres which will be adopted.
- That is the distance likely to be required between workstations in offices, and also in settings such as meeting rooms.
- Some sectors have argued they simply cannot maintain such distances, for instance on Construction sites, but they may have to explain that to labour inspectors empowered to investigate unsafe working conditions.

4. A CLEAR PLAN ON WHAT TO DO IF SOMEONE SHOWS SYMPTOMS WHILE AT WORK

Workplace safety policies and procedures will be updated on what happens if someone starts showing symptoms of Covid-19, such as a cough or fever, including:

- The responsibility of managers to detect such symptoms and take appropriate action.
- Where personal protective equipment is kept, for use by colleagues assisting the ill person.
- Where an ill person can be isolated from everyone else.
- How the immediate workspace used by an ill person will be sanitised.

See also: South Africa is getting a special three-digit phone number for Covid-19 emergencies

5. STOPPING THE SHARING OF HARDWARE, OR SANITISING PROTOCOLS BETWEEN USERS

Shared computer keyboards or phones in offices, and shared tools in our engineering context is strongly discouraged. Where equipment is unavoidably in common use, that hardware will have to be sanitised between uses, with employees being held responsible for sanitising both and before each use.

6. EDUCATION ON COUGHING, HAND WASHING, AND OTHER PERSONAL MEASURES

Companies are expected to have a specific obligation to educate workers on measures to slow the spread of viral infection, including coughing into the crook of the elbow and washing hands regularly for at least 20 seconds. Refer to Item No.1 for additional measures.

7. LOTS AND LOTS AND LOTS OF DISINFECTANT

Because environments may differ from office to office, we will be expected to:

- Provide hand-sanitising stations, or better yet soap and water, at entry points.
- Ensure the constant and uninterrupted availability of soap and running water in bathrooms.
- Add sanitising agents to cleaning routines, using the likes of bleach or alcohol-based sanitizers (minimum 60% Alcohol Content) to clean everything from laptops and stand-alone machines (keyboards and screen), mouses, desks and other items in constant contact, at least once every hour.

8. CLOTH MASKS AND GLOVES

South Africa's policy of encouraging the wearing of masks (reusable cloth ones rather than the medical equipment in desperate short supply in the health care environment) may have a firmer incarnation in workplace rules after the hard lockdown ends.

Customer-facing businesses like ours, would require us to have visors, masks, or plastic partitions between staff and customers. There is also some debate on requiring mask wearing in office environments, for the duration of South Africa's traditional winter flu season. We would recommend that all staff adhere to this rule post lockdown and for the foreseeable future, until such time that the epidemic has been contained.

Gloves, however, do not feature prominently South Africa's policy; other than keeping gloves around for special use, such as in dealing with an ill colleague. However, we will be adopting a rule where every employee must wear gloves to limit the possible spread of the virus.

CONSTRUCTION SITES

The Protocols below will apply at all times where a main Contractor is responsible for Capital Works, Maintenance Works or EPWP Projects. Save for the possibility that the site may not be fenced off as in the case of a traditional site, all OHS Act responsibilities remain together with COVID 19 Health and Safety Measures which should be conducted at the meeting or assembly points generally required for employees and sub-contractors performing Maintenance or EPWP type work.

HAZARD AND RISK CONTROLS

Resumption of operations

- The Security will record the reading of the temperatures taken for individuals. Persons performing these duties shall wear masks at all times whilst doing so.
- Security taking temperature readings will use a clipboard and disposable pens – only receptionist will record the readings of temperature readings at access points
- If temperature is above 37°, wait 5 minutes and retake temperature. If temperature is above 37.3° do not allow access, report to management for further action
- Take every person's temperature entering the premises
- Ensure queue control at access points – stand 2m apart from each other
- Management to conduct COVID-19 induction screening and awareness program, together with PPE training before allowing employees to proceed to their workstations
- Allocate hand sanitizer stations at access points – every person must sanitise their hands prior entering the premises
- Each person entering the premises will be required to sign the COVID-19 declaration and assessment form
- Conduct COVID-19 induction program
- Issue all employees with additional PPE
- Face masks.
- PPE aligned to risk

Premises access control

- All other safety monitoring equipment employed such as alcometers etc. shall be the contactless type or be fitted with disposable mouthpieces. Such equipment shall be sanitized after every use.
- Security will ensure that non-essential visitors are not allowed access to a construction site.
- Contractors will monitor site access points to enable social distancing – contractors may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring.
- Allow plenty of space (two metres) between people waiting to enter site.
- Remove or disable entry systems that require skin contact e.g. fingerprint scanners or biometric system.

Food handling processes and canteen service

- Management must ensure that different lunch and teatime breaks allocated – to minimise the amount of people accessing canteen areas at a time. Social distancing must be enforced at all times
- Measure and monitor the implementation of the requirements for canteen service providers
- Canteen areas will be disinfected at least twice a day
- Canteen service provider must provide management with a detailed awareness and training, health and hygiene program
- Disinfecting stations must be allocated cash points

- Food service staff must be issued with masks and disposable surgical gloves
- Self-service food stations must not be allowed
- Employees will not be permitted to buy food outside of the premises during working hours and shall bring their own lunch if they do not plan to use the canteen facilities
- Break times should always be staggered to reduce congestion and contact.
- Workers should sit 2 metres apart from each other whilst eating and avoid all contact.
- Disposable plates and cutlery must be used at all times.
- Workers should be asked to bring pre-prepared meals and refillable drinking bottles from home to the extent possible.
- All rubbish should be put straight in the bin by each user.
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

Employees required to travel

- Employees
- Delivery Staff
- Critical business travel (locally)
- Employees using public transport to commute between home and work are to adhere to the strict rules determined for such travel by the Minister of Transport. Such employees shall be issued with masks by the employer as well as hand sanitiser that will be used according to the training provided at the place of employment.
- In the event that the employer provides transport, this will be done in accordance with the same regulations that apply to that for public transport providers.
- Employees using company vehicles shall be limited to two per bakkie and 3 per sedan. Employees exceeding one in number shall use masks when travelling in company vehicles.
- Hand sanitiser shall be provided for each company vehicle.
- Communication plans such as skype, Zoom, Telephone conferences, WhatsApp video calls or Google workplace video calls will be used to limit the amount of business travel requirements
- Delivery staff and truck drivers will be issued with hand sanitisers — this must be kept in their vehicle
- Non-alcoholic swabs will be issued to truck drivers in the event of testing requested by clients
- Truck drivers shall declare any symptoms that might be linked to the COVID-19 virus to management
- Trucks will be decontaminated after deliveries and at the end of each shift – decontamination can be done with soap and water
- Drivers will be scanned by security with infrared temperature devices every time they enter the premises
- In the event that critical business is required for local traveling via flights — this will only be done by approval of the CEO. A traveling kit will be provided to the individual for business-critical travel upon approval. When such individuals return, his/her symptoms shall be monitored daily for 14 days. In the event where the individual shows any symptoms of COVID-19 he/she will self-isolate for 14 days
- International traveling will not be allowed, until further notice (Outside the borders of South Africa).
- If you were exposed to a person who travelled internationally. You will be required to self-isolate for 14 days. Suppliers, customers and sub-contractors.
- Management will make a decision on what level of interaction is required and limit access to premises for work purposes.
- Site premises shall be entered for emergency maintenance of equipment when a Contractor/Service provider needs to access equipment on site requiring attention or when a supplier of materials is required to access the premises. Premises access control measures shall apply in these cases
- Sub-contractors that are on site full time will be required to comply with all protocols as those that are applicable to employees
- Management will communicate the Company emergency response plans to clients, suppliers and service providers

- ▢ The aim is to maintain a relationship and understanding of the benefits of the implemented mitigation
- ▢ Limit sites visits and face to face to meetings
- ▢ Meetings to be held via Skype, Zoom, Conference calls or other Similar means
- ▢ Where critical business meetings are required, the premises access control measures shall apply in these cases

Workplace hygiene

- ▢ Rest room facilities will be limited as a measure of control to ensure that facilities are effectively disinfected
- ▢ Rest room facilities will be disinfected at least twice a day
- ▢ Office environments will be disinfected at least twice a day – this includes offices, meetings rooms, staircase handrails, doorknobs and lift buttons
- ▢ Hand disinfecting stations will be provided at every entrance into the building including rest room facilities
- ▢ Workplace stations will be disinfected with soap and water after every tea and lunch break
- ▢ Any touch system computerized screen will be disinfected with a 60% alcohol-based sanitiser
- ▢ Changeroom and washroom facilities for employees will be disinfected at least twice a day.
- ▢ Employees will always be required to place personal belongings in personal lockers provided in change rooms
- ▢ Workplace stations in production areas will be disinfected at least twice a day.
- ▢ Parental control (Applicable to Office Based Staff Only on Sites)
- ▢ Employees will not be allowed to bring their children to work during the closure of schools.
- ▢ Employees will not be allowed to bring their child to work in the event of any ill health effects or symptoms. The parent of such a child must report the matter to HR and management
- ▢ The parent must make other arrangement to accommodate the child
- ▢ In the event where no arrangements can be made, the parent must consult with HR regarding the relevant leave policy specifically aligned to the COVID-19 disaster management plan
- ▢ Employees may also elect to work from home if they have the requisite equipment and facilities in the absence of any childcare services being available
- ▢ Awareness and training programs
- ▢ Only internal programs of this nature will be allowed and limited to small groups of no more than 15 people per session.
- ▢ People must stand or sit at least 2m apart from each other
- ▢ The area will be well ventilated and must have enough space for the purpose of awareness programs
- ▢ Hand sanitisers must be available in the area and people must wear masks
- ▢ Where tables and chairs are used for such sessions, these shall be disinfected after every session.
- ▢ Technical/Site/Quarterly Meetings
- ▢ Office meetings will be kept to a limit of 4 people at a time
- ▢ People must sit at least 2m apart from each other
- ▢ Hand sanitisers must be available in during the meeting
- ▢ Office tables and chairs will be disinfected after every meeting.

HOW TO MANAGE POTENTIAL COVID-19 CASES

Managing cases of suspected and actual exposure: Employees

SUSPECTED COVID-19 CASE

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

WORKSTATION MANAGEMENT

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

Managing cases of suspected and actual exposure: Visitors

HOW TO MANAGE POTENTIAL COVID-19 CASES

Managing cases of suspected and actual exposure: Sub-Contractors

Emergency response contact number

PART C 3 : SCOPE OF WORKS

C 3.5 - 8

C 3.5 Health and Safety

THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

Emergency response name	Designation	Contact Number
Health & Safety Manager	Manager	
Netcare 911/ or any other recognized EMS	Ambulance	082 911
Government	National Institute of Communicable Diseases	0800 029 999

Department of Health – North West
CONTRACT NUMBER: NWDOH/PS/13/21-2
CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY
AT GANYESA DISTRICT HOSPITAL



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

C4: SITE INFORMATION

C4.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon this method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

C4.2 SUBSOIL INVESTIGATIONS

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all material that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the abovementioned other than the relevant items in the schedule of quantities.



GPS Locations: Latitude: -26.54722° and Longitude: 24.14014°

Department of Health – North West

CONTRACT NUMBER: NWDOH/PS/13/21-2

**CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY
AT GANYESA DISTRICT HOSPITAL**



health

**Department of
Health**

**North West Province
REPUBLIC OF SOUTH AFRICA**

C5 ANNEXURES

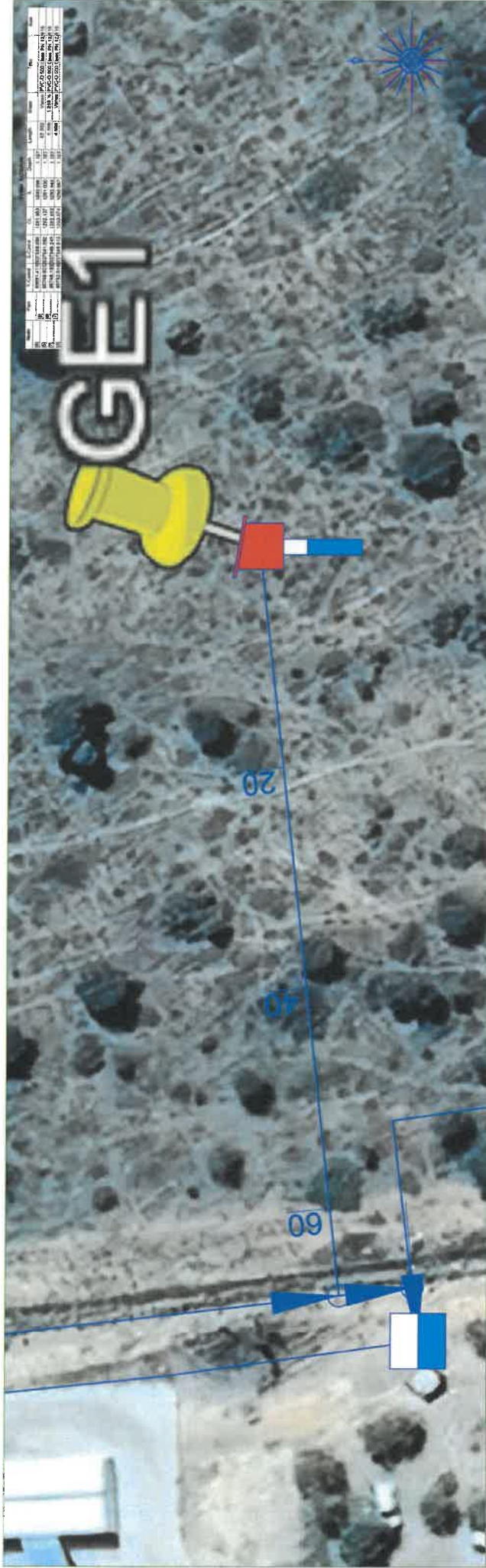
C5.1 ANNEXURE 1 – Tender Drawings

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3	100.00
4	100.00
5	100.00
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8	100.00
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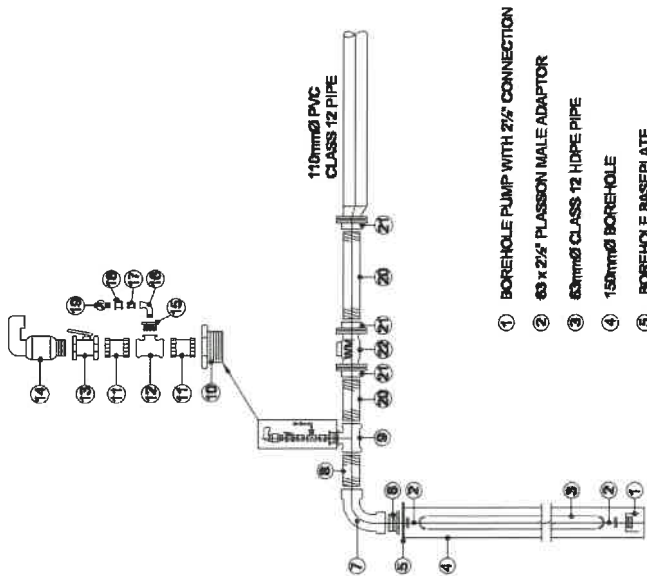
DRAWING CHECKED BY	DESIGNED BY	PROJECT CHIEF	FOR TENDER ONLY	AMENDMENTS	DRAWN	APPROVED DATE	Node 11 to 11	health Department Health North West Provincial Government REPUBLIC OF SOUTH AFRICA	GANYESA DISTRICT HOSPITAL CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY COMPOSITE LONG SECTION	SCALES HORIZONTAL SCALE 600 VERTICAL SCALE 100	DRAWING NO. K702016 - 400 - 002101



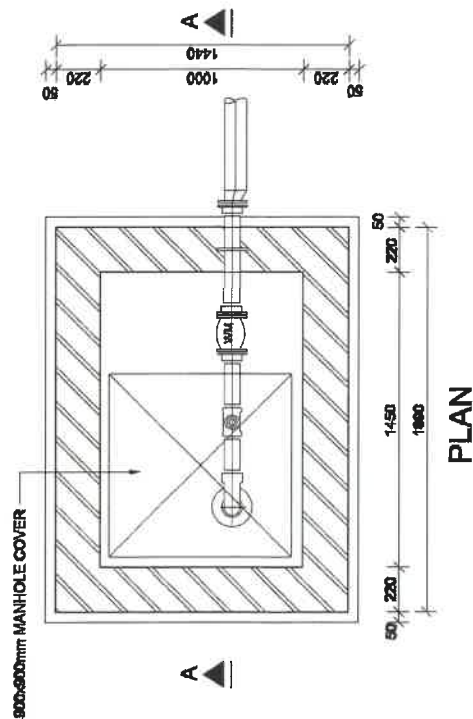
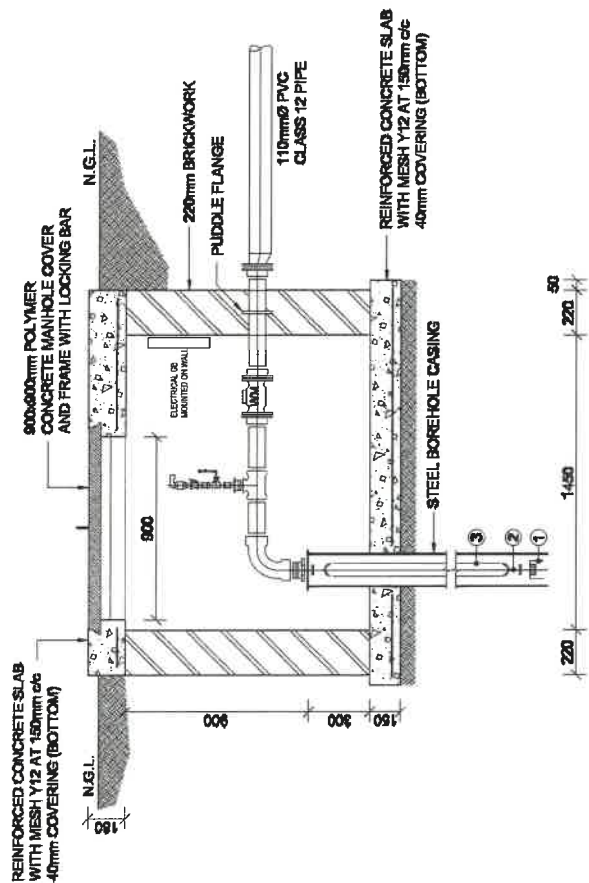


Datum: 1286									
Ground Level									
Inlet Level / Outlet Level									
Node Name									
Pipe Name									
Link Type / Link Size									
Length / Slope									
Flow									
Velocity									
Pressure (bar)									
Hydraulic Grade (m) / Head Loss									
Challage									

MEKAN Engineering Services	FOR TENDER ONLY		 Department of Health Health Water Services REPUBLIC OF SOUTH AFRICA	GANYESA DISTRICT HOSPITAL CONSTRUCTION OF ALTERNATE BULK WATER SUPPLY COMPOSITE LONG SECTION	SCALES HORIZONTAL SCALE: 250 VERTICAL SCALE: 100 DRAWING NO. K702016 - 400 - 002/02		
	NO	AMENDMENTS				DRAWN	DATE
	DRAWN BY: JM CHECKED BY: AR DESIGNED BY: JM ENGINEER BY: AR						



- ① BOREHOLE PUMP WITH 2 1/2" CONNECTION
- ② 63 x 2 1/2" FLASSON MALE ADAPTOR
- ③ 63mm Ø CLASS 12 HDPE PIPE
- ④ 150mm Ø BOREHOLE
- ⑤ BOREHOLE BASEPLATE
- ⑥ 50 x 2 1/2" GS REDUCING BUSH
- ⑦ 80mm Ø GS LONG RADIUS BEND
- ⑧ 80mm Ø GS BARREL NIPPLE
- ⑨ 80x50mm Ø GS REDUCING TEE
- ⑩ 50 x 25mm GS REDUCING BUSH
- ⑪ 25mm Ø GS BARREL NIPPLE
- ⑫ 25x25mm GS TEE
- ⑬ 25mm BALL VALVE
- ⑭ 25mm ARI DUAL AIR VALVE
- ⑮ 25 x 8mm GS REDUCING BUSH
- ⑯ 8mm Ø GS LONG RADIUS BEND
- ⑰ 8mm Ø GS BARREL NIPPLE
- ⑱ 8mm LOGIC BALL VALVE
- ⑲ 63mm Ø PRESSURE GAUGE
- ⑳ 80mm GS PIPE SECTION
- ㉑ 80mm GS SCREWED FLANGE (T16)
- ㉒ 80mm WATER METER FLANGED (T16)



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWDOH /PS/13/21-2	CLOSING DATE:	06 AUGUST 2024	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF WATER SERVICES AT GANYESA HOSPITAL SITUATED IN KAGISANO MOLOPO LOCAL MUNICIPALITY WITHIN THE DR RUTH SEGOMOTSI MOMPATI DISTRICT, NORTH WEST PROVINCE: CIDB GRADING 6CE OR HIGHER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO (BEHIND THE CROSSING MALL)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms R Pulenyane		CONTACT PERSON	Mr Gregory Leseyane	
TELEPHONE NUMBER	018 391 4236		TELEPHONE NUMBER	at 066 289 2635/ 018 391 4632	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rpulenyane@nwpg.gov.za		E-MAIL ADDRESS	gileseyane@nwpg.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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 interest¹ 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

¹ 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 consortium² 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

² 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level of Contributor	10	
1	10	
2	9	
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0	
Enterprises located in a specific Local Municipality or district municipality for work to be done or services to be rendered in that area (Mandatory)	4	
Residing within Dr RSM District in the North West.	4	
Residing outside Dr RSM District but within other Districts in the North West Province	3	
Residing outside the North West Province	0	
Designated Groups (Any bidder who meets one or more of the requirements will obtain the maximum points)	6	
- Enterprises 51% owned by black women. - Enterprises 51% owned by people with disability. - Enterprises 51% owned by black youth. - Enterprises 51% owned by black military veterans - Registered Cooperatives within the North West department of Health database	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)