

Quotation Advert

Opening Date: 2021-07-22

Closing Date: 2021-08-05

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Natalia Building

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: HOH0315/22

Item Category: Goods

Item Description: RECONFIGURATION OF EXISTING BASEMENT TO BE COMPLIANT WITH EXAMINATION

Quantity (if supplies): 01

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date: 2021-07-28

Time: 10:00 AM

Venue: IRIS MARWICK BUILDING, TOWNHILL HOSPITAL

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za

QUOTES SHOULD BE DELIVERED TO: Quotations.scnho@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

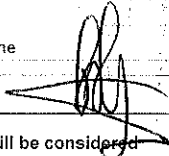
Name: Kwazikwakhe Cele

Email: Kwazikwakhe.Cele@kznhealth.gov.za

Contact Number: 033 815 8392

Finance Manager Name:

Ashby Tyrone



Finance Manager Signature:

No late quotes will be considered

Print this page

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM DATE ADVERTISED: 22/07/2021 PHYSICAL ADDRESS: 310 JABU NDLOVU STREET, SCM OFFICES, PIETERMARITZBURG, 3201
--

ZNQ NUMBER: HOH0315/22 CLOSING DATE: 05/08/2021 CLOSING TIME: 11:00

DESCRIPTION: Reconfiguration of existing basement to be compliant with examination

CONTRACT PERIOD: Once Off VALIDITY PERIOD 60 Days

SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
 310 JABU NDLOVU STREET, PIETERMARITZBURG, SCM OFFICES, TENDER ADVISORY

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
 (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODENUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

A REGISTERED AUDITOR

[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]

YES	NO
-----	----

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	Reconfiguration of existing basement to be compliant with examination				
		Compulsory Site Visit				
		Date : 28 July 2021				
		Venue: Iris Marwick Building, Townhill Hospital				
		Time: 10:00 AM				
		CIDB: 2GB				
		NB: Specification Attached				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered:310 Jabu Ndlovu street,old boys Model,Quotation tender box Or Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification? Is The Price Firm?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? State Delivery Period E.G. E.G. 1day, 1week
--	---

Enquiries regarding the quote may be directed to: Contact Person: Kwazikwakhe Cele Tel: 033-815 8392	Enquiries regarding technical information may be directed to: Contact Person: Lindelwa Madonsela Tel: 033 940 2574
---	---

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- | | |
|---|---|
| 2.1. Full Name of bidder/representative..... | 2.4. Company Registration Number: |
| 2.2. Identity Number: | 2.5. Tax Reference Number: |
| 2.3. Position occupied in the Company (director, trustee, shareholder?);..... | 2.6. VAT Registration Number: |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? [YES] [NO]

2.8.1. If so, furnish the following particulars:
 Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person connected to the bidder is employed:.....
 Position occupied in the state institution: Any other particulars:.....

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

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

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

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

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? [YES] [NO]

2.10.1. If so, furnish particulars:.....

2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? [YES] [NO]

2.11.1. If so, furnish particulars:.....

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? [YES] [NO]

2.12.1. If so, furnish particulars:.....

3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

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

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

¹"State" means –

- | | |
|---|---|
| a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); | c) provincial legislature; |
| b) any municipality or municipal entity; | d) national Assembly or the national Council of provinces; or |
| | e) Parliament. |

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

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
 - (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

4. SAMPLES

- 4.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 4.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 5.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
 - (i) The institution has determined that a compulsory site meeting will take place
 Date 28 / 07 / 2021 Time 10 : 00 Place Iris Marwick Building Townhill Hospital

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
--------------------	--

6. STATEMENT OF SUPPLIES AND SERVICES

- 6.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

8. TAX COMPLIANCE REQUIREMENTS

- 8.1. In the event that the tax compliance status has failed on CSD, *it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.*
- 8.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, *the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.*

9. TAX INVOICE

- 9.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

10. PATENT RIGHTS

- 10.1. The supplier shall indemnify the **KZN Department of Health** (hereafter known as 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.

11. PENALTIES

- 11.1. 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.

12. TERMINATION FOR DEFAULT

- 12.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. 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.
- 12.3. 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.

FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ Where}$$

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted?

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

YES		NO	
-----	--	----	--

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....
.....
.....



Physical Address: Townhill Offices, 38 Hyslop Road, Pietermaritzburg,
 201

INFRASTRUCTURE DEVELOPMENT

Postal Address: Private Bag X9061, Pietermaritzburg, 3200
 Tel: 033 940 2574 Email: Lindelwa.Madonsela@kznhealth.gov.za
 www.kznhealth.gov.za

MAINTENANCE, MINOR WORKS & MINOR BUILDING WORKS BRIEF

Iris Marwick Nursing College – Category C (Minor Project outsourced)

Drafted by: Ms. L.S. Madonsela

Signed:

Project Leader

Date: 25/05/2021

Recommended by: Ms. G. Masondo
 Director: Programme Delivery
 Infrastructure Development

Signed:

Date: 25/05/2021

Recommended by: Ms. M. de Goede
 Director: Planning

Signed:

Date: 25.05.2021

Approved by: Mr. B. Gcaba
 Chief Director: Infrastructure
 Development

Signed:

Date: 28.05.2021

Document Control

Revision Number	Date	Initials
1	26/04/2021	Ms. L.S. Madonsela
2	10/05/2021	Ms. L.S. Madonsela
3	21/05/2021	Ms. L.S. Madonsela

Contents

1. Project Details	4
1.1. The Facility	4
1.2. Location	4
1.3. The Project / Programme details	4
1.4. Project Team	4
1.4.1. KZN Department of Health	4
1.5. The Site:	6
2. Project Overview	7
2.1. Project Background	7
2.2. Current Condition	7
2.3. Project Objective	9
2.4. Project Success Criteria	9
2.5. Project Outcome	10
2.6. Statutory Requirements	10
2.6.1. Legislation	10
3. Technical Brief	10
3.1. Detail Scope of Work	10
3.1.1. Converting existing partitioned Offices into an open plan space	10
3.1.7. Standard specifications to be used in the project	12
4. Project / Programme Management and Cost control	13
4.1. Project Management	13
4.1.1. FIPDM guidelines	13
4.1.1 FIPDM guidelines	13
4.1.2. Project Management Plan / Resource Management	14
4.1.3. Project Risk Plan	14
4.1.4. Occupational Health and Safety	15
4.2. Communication Plan	15
4.3. Project Milestones	16
4.4. Project Cost Breakdown	17
4.5. Expanded Public Works Programme and Community Participation Goal	17
5. Procurement	18
5.1. Procurement Strategy	18
5.1.1. Delivery Management Strategy	18
5.1.2. Updating and Revising the Delivery Management Strategy	18
5.1.3. Implementation Strategy	19
6. External Appointments	19
6.1. Appointment of Contractors or Suppliers	19

6.2. Roles and Responsibilities of the Department of Health.....19

7. Part 6 – Signatures.....20

1. Project Details

1.1. The Facility

- Facility Name : Iris Marwick Nursing College
- Facility Number : 2711
- Facility Type : Nursing College - Regional
- Facility Owner : Government - Provincial

1.2. Location

- Province: Kwa-Zulu Natal (KZ)
- District Municipality: Umgungundlovu (DC22)
- Local Municipality: Msunduzi (KZN 225)
- Ward: 25
- Cadastral description:
 - Latitude: -29,58348
 - Longitude: 30,36606
 - Street address (or directions): 35 Hyslop Road, Pietermaritzburg
- Postal address: PO Box 400, Pietermaritzburg, 3200
- Telephone number: (033) 341-5600

1.3. The Project / Programme details

- Project Name: Iris Marwick Nursing College – Category C (Minor Project outsourced)
- KZN-DOH Project Number: IRIS2020C
- Project Code: Project Details / Scope: 31010434
- Project Type: Infrastructure Development- Projects
- Budget Programme Number: Programme 8
- Budget Programme Name: Health Facilities Management
- Sub-programme: Nursing College
- Infrastructure Programme Name: N/A
- Nature of Investment: Maintenance and Repairs
- Nature of Investment Sub- status: Maintenance - Comprehensive
- IRM Infrastructure Category: N/A
- IRM Infrastructure Type: Secondary

1.4. Project Team

1.4.1. KZN Department of Health

1.4.1.1. Infrastructure Development

- Project Leader: Ms. L. Madonsela
- Architect: Ms. T. Katsikoyiannis
- Quantity Surveyor: Ms. L. Madonsela
- Electrical Engineer: Mr M. Myeza
- Mechanical Engineer: Mr M. Myeza
- Civil/Structural Engineer: Mr T. Chiro
- Occupational Health & Safety: S Ngcobo
- Quality Assurance: Y. Thambiran

- Organisational Development: N/A
- Monitoring & Evaluation: Z Thwala
- Health Technology: N/A

1.4.1.2. Department of Health – General

- IT Services: Dr. Magaqa
- Security Services: V Zondi
- Infection Prevention Control (IPC): N/A
- Waste Management: N/A

1.5. The Site:

Iris Marwick Nursing College is an educational institution which is situated within the Townhill hospital property.

1.5.1.1. Location of site:

Image 1: Site location on Aerial View



- **Survey of the site:** The project is to reconfigure the internal existing space into a compliant space for examination purposes therefore does not pose a risk of any encroachment to adjoining properties.
- **Geo-technical information:** The site does not require geo-technical investigations or the determination of site conditions since the project is to reconfigure the internal existing space into a compliant space for examination purposes and provision of internal storage space.
- **Climatic conditions:**

Iris Marwick Building is located in Pietermaritzburg. Pietermaritzburg is 631m above sea level with a climate which is classified as being warm and temperate. The rainfall in is significant, with precipitation even during the driest month. The temperature in Pietermaritzburg ranges on averages 16.7 °C to 62.1 °F with the rainfall which is approximately 966 mm per year.

This may be deemed as a climate which warrants temperature and sunlight control in order to create a conducive working environment. The need for blinds and air conditioning units may be deemed as a requirement

2. Project Overview

2.1. Project Background

The KZN College of Nursing Head Office occupants are currently at a rented facility in Oval. Oval has been deemed to be not conducive for the KZN College of Nursing Head Office occupants to carry out their operational functions efficiently. The Oval facility is dilapidated and does not cater for all functional requirements of the KZN College of Nursing Head Office. The project emanates from the need for the KZN College of Nursing Head Office to have a functional, sufficient and efficient space that they may be able to operate in.

The Iris Marwick Building was identified as a suitable space which may be utilized for the relocation of the KZN College of Nursing Head Office occupants from Oval. The Iris Marwick building is located within the Townhill Hospital's premises and proved to be ideal for the relocation but required some maintenance and upgrades for the space to be functional as per the KZN College of Nursing Head Office's requirements.

The specific requirement for implementing this project is to upgrade the Iris Marwick Building lower floors space to be compliant for examination purposes. This includes incorporating security features, provision of storage space, and reconfiguration of the existing space in order for it to be operational and meet compliance needs. In order to meet accreditation requirements the examination facilities need to be fully secure and ensure that there are no unauthorized persons who include disgruntled persons entering the facility and posing danger to occupants. The facility will also house confidential information such as examination papers therefore these need to be secured at all times. In order to meet the security requirement there is to be a provision of custom made retractable sliding gates and burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification at windows and doors as burglar proofing.

2.2. Current Condition

Please see below the current condition of the lower floor:

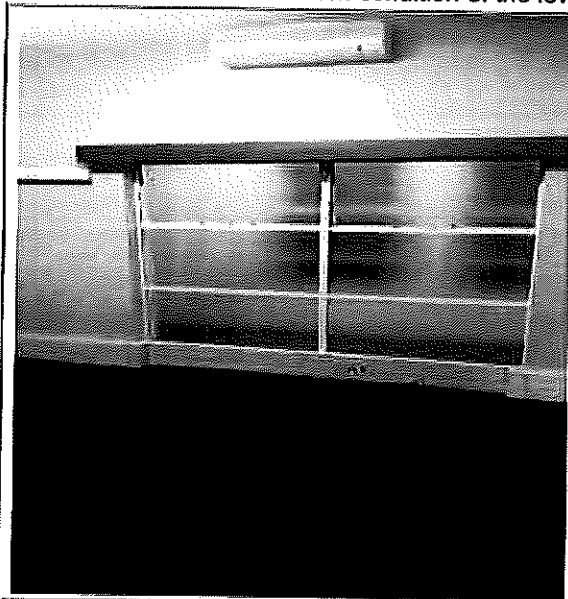


Image No. 2: Install custom made window burglar guards fabricated from powder coated

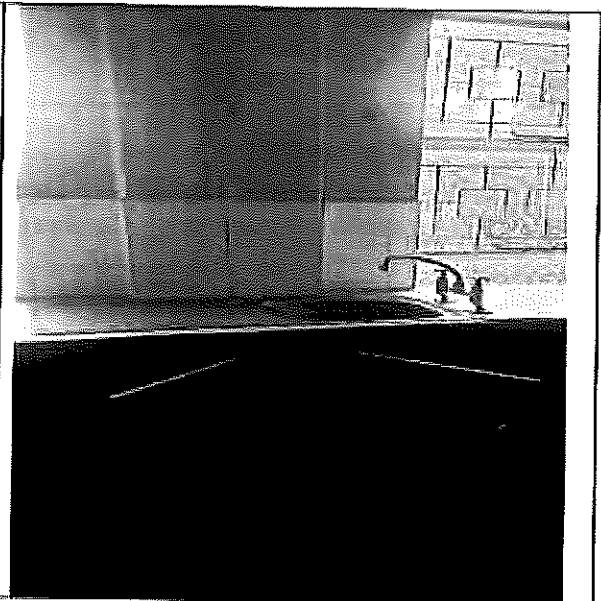


Image No. 3: Remove joinery and make good all trades at the proposed printing room

hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.

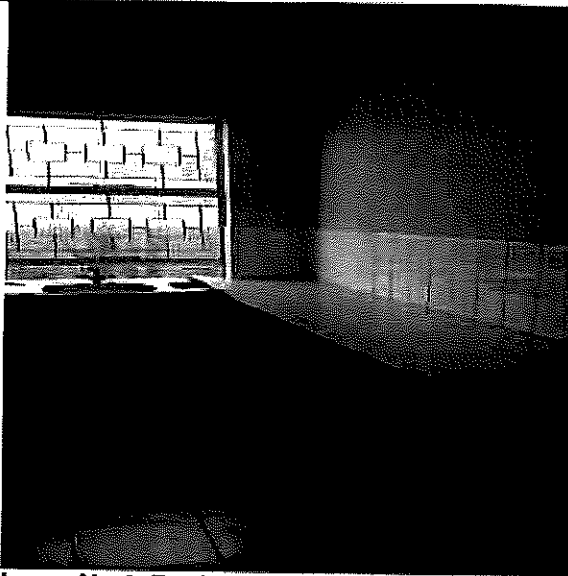


Image No. 4: Replace kitchen joinery and install custom made window burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.



Image No. 5: Reconfigure the office area into an open plan and replace the vinyl tiles with carpet flooring

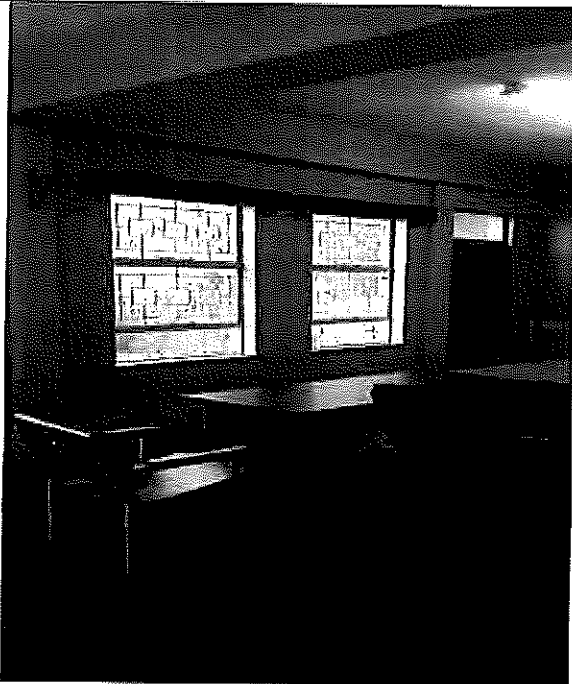
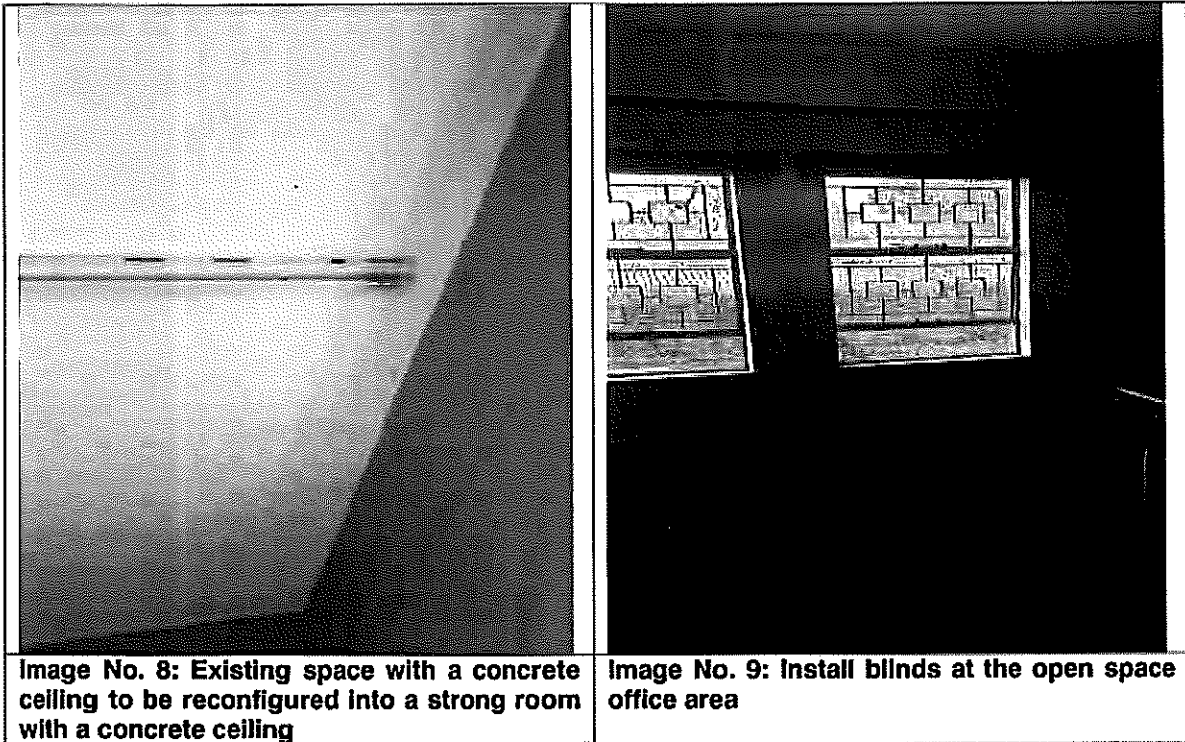


Image No. 6: Replace burglar proofing with custom made window burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.



Image No. 7: Install custom made retractable sliding gates fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification. at main exit points



Due to the current condition of the facility, there is a need to implement the project in order for the KZN College of Nursing Head Office to move into Iris Marwick from Oval.

2.3. Project Objective

The primary objective of the project is to enable the KZN College of Nursing Head Office to obtain accreditation as a facility which may conduct examinations within the facility. This will enable the optimum operation of facility in providing nursing training programmes as a College facility.

- The conversion of the partitioned open space into an open plan space will allow for the optimum use of the space by the ability to accommodate a larger number of individuals with a small floor area.
- The project shall ensure a secure space with better access control which will ensure that proper monitoring of a training environment which will eliminate any fraudulent activities and promote proper conduct.
- The Department of Health KZN does not condone the use of leases so the end of the KZN College of Nursing Head Office's lease agreement at Oval will be a benefit for the Department.

2.4. Project Success Criteria

- The KZN College of Nursing Head Office shall obtain accreditation to conduct examinations at the Iris Marwick Building.
- Provide secure space with proper access control in order to facilitate and monitor examination procedures.
- Provide secure sufficient storage facilities for confidential information to ensure compliance.

2.5. Project Outcome

The outcome will be to enable the KZN College of Nursing Head Office occupants to move from the leased Oval to the Iris Marwick Building and retain accreditation to conduct examination activities at the facility. This shall be achieved by the following:

- Promote ethical training practices therefore also market the institution
- Providing a secure environment where examination activities may be monitored efficiently
- Promote a conducive office working environment through interactions by creating an open space design.
- Eliminate the use of a lease agreement from the currently utilized facility at Oval.

2.6. Statutory Requirements

2.6.1. Legislation

- Legislation:
 - The South African Constitution
 - CIDB
 - PPPFA 2017
 - EPWP Guidelines
 - ECSA Professional Act
 - 85 of 1993 Occupational Health and Safety Act
- Policies:
 - All applicable KZN Applicable Health Policies
- Norms and Standards: Minimum applicable Norms and Standards
 - i. SANS 1200
 - ii. SANS 10252
 - iii. National building regulations and building standards
 - iv. IUSS Maintenance Guidelines
 - v. Civil Engineering Specifications

3. Technical Brief

3.1. Detail Scope of Work

Scope of Works for the project is as follows:

3.1.1. Converting existing partitioned Offices into an open plan space

- Breaking up the existing brick wall and make good all finishes emanating from the demolitions
- Taking out the existing partition wall and make good all finishes emanating from the demolitions
- Replace the existing vinyl tiles with carpet tiles in order for the space to be uniform
- Replace the existing windows burglar proofing with custom made window burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.
- Install new blinds
- Install custom made retractable sliding gates fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification at main exit points

3.1.2 Refurbish the existing kitchen

- Replace the existing vinyl tiles with new vinyl sheeting
- Replace the existing cupboard with new cupboards including a granite or similar approved countertop
- Replace the existing sink and plumbing with a new single sink with plumbing
- Install a new hydro boil
- Install new splash back tiles

3.1.3 Converting the existing kitchen space into a printing room

- Remove the existing joinery, sink and geyser and make good all trades
- Replace the existing vinyl tiles with carpet tiles
- Remove existing splashback and make good plaster and paint
- Remove the existing geyser and make good all trades

3.1.4. Upgrade the existing Partitioned Offices

- Seal shut four of the existing glazed steel windows, size 1946 x 2076mm high in order to create fixed secure glazed panels to prevent ingress into the locked offices from the passages and eliminate the risk of the removal of examination papers and confidential material from these areas through the openings. This will ensure that the spaces still complies with examination requirements.
- Seal shut one of the existing glazed steel louvres, size 900 x 500mm high in order to create fixed secure glazed panels to prevent ingress into the locked offices from the passages and eliminate the risk of the removal of examination papers and confidential material from these areas through the openings. This will ensure that the spaces still complies with examination requirements.
- Install custom made window burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.

3.1.5. Configure the rear area into a record room

- Build a brick wall to demarcate the records room and main exit points in order to create a separate space for the records room with no interference of the other spaces and be fully secure.
- Install a DS1 records room door with a 7 lever security key lock.
- Close up an existing window with a metal panel in order to provide a completely closed off space as a records room.
- Install an automatic drop shutter record room ventilator single ended to site a 115mm wall in order to provide ventilation for the record room.

3.1.6. Common spaces

- Replace current burglar proofing in windows with custom made window burglar guards fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification.

- Install custom made retractable sliding gates fabricated from powder coated hot dipped galvanized mild steel as per the Department of Health's colour choice as per the manufacture's specification at main exit points.

3.1.7. Standard specifications to be used in the project

- All building material is to be SABS approved
- Floor finishes to be in line with infection control standard requirements
- All compliance certificates and product guarantees

4. Project / Programme Management and Cost control

4.1. Project Management

4.1.1. FIPDM guidelines

NO PROJECT CAN PROCEED UNTIL THE IDMS STAGE HAS BEEN SIGNED OFF BY THE APPROPRIATE PERSON – Please refer to Departmental Infrastructure Standard Operating Procedures (SOPS)

4.1.1 FIPDM guidelines

Stage 1A PROJECT INITIATIONS: Project was identified and appears on the 2021/2022 AIP

Stage 1B PREFEASIBILITY (Inclusive of Stage 2 and 3): The brief is deemed to satisfy stage 2 and 3

Stage 4 DESIGN DOCUMENTATION:

Deliverable Design documents complete

- o Sub-deliverable 1 Specifications/Bills of Quantities complete
- o Sub-deliverable 2 Tender award

Stage 5 WORKS

Deliverable Final completion certified

- o Sub-deliverable 1 Signed contractual document received
- o Sub-deliverable 2 Site hand over certified
- o Sub-deliverable 3 Construction compliance certifications
- o Sub-deliverable 4 Practical completion certified
- o Sub-deliverable 5 Works completion certified
- o Sub-deliverable 6 Final completion certified

Stage 6 HANDOVER

- o Deliverable Liability acceptance by End-User
- o Sub-deliverable 1 Defects liability
- o Sub-deliverable 2 Commissioning completed
- o Sub-deliverable 3 Facility opened

Stage 7 CLOSE OUT

- o Deliverable: Defects certificates or certificates of final completion issued, Final amount due to the contractor in terms of the contract is certified, Close out report is accepted
- o Sub-deliverable 1 Final completion certificate issued
- o Sub-deliverable 2 Final accounts signed
- o Sub-deliverable 3 Final payments certified
- o Sub-deliverable 4 Close out report complete and submitted for signature
- o Sub-deliverable 5 Close out report approved and signed

4.1.2. Project Management Plan / Resource Management

The following Project Management plan is a guideline.

Table 1: Proposed Project Plan

ITEM	ELEMENTS
Needs Assessment/Analysis:	Project has been identified and agreed it will be implemented in-house by DOH.
Evaluation and Engagement:	<ul style="list-style-type: none"> The project may not proceed to any stage until KZN-DOH is satisfied with the current stage (wherever that may be) of the project; KZN-DOH will follow the FIPDM principles for approval and evaluation

4.1.3. Project Risk Plan

Informed decision-making is critical to the success of any project. Crucial to this success is the identification of risks and how they will be managed. The following risks have been identified prior to the projects start. These risks are not all inclusive and will be reviewed as the project progresses.

The following is some of the risk identified. However it is required that the Implementer develops a full risk plan. This is not an inclusive list and must be reviewed at each stage.

Table 2: Risk Log

Risk	Owner (Initials)	Probability (Low/Med/High)	Consequences (Low/Med/High)	Actions
Cost over-run risk	DoH	Medium	Medium	Ensure the contract is fixed price and the contract to factor in pre and post tender escalations in the BoQ. Implement stringent cost management methodology.
Inconvenience to operations during construction	DoH	High	High	Notice to Facility Management about the project and ensuring Health and Safety during construction
Possible Labour unrest	Contractor	Low	High	Contractor to ensure the working conditions are good and the pay is fair for the labourers/ workers
Delays due to end user restricting access for the contractor	DoH	Low	Low	Ensure that the user department acknowledges in writing that there shall be work conducted at the lower level.

Risk	Owner (Initials)	Probability (Low/Med/High)	Consequences (Low/Med/High)	Actions
Negligence of Site Demarcation by the contractor	Contractor	Medium	Medium	The contractor is to have proper signage and barricading as per the health and safety requirements.
Default or abandonment of the site by the contractor or insolvency of the contractor	Contractor	High	High	The contractor is to provide surety as part of the contractual requirements in order for this value to be invoked in the event of default
Two service providers (contractors) may work in the same space at the same time. This may lead to the ownership of risks not being clearly identifiable	DoH	High	High	The contractors need to clearly know the scope to be done and not interfere with the other works. Project Leader to monitor works efficiently and mitigate conflict between contractors on site.
The use of a quotation system eliminates contractual obligations	DoH	High	Med	Project Leader to monitor works on efficiently. Effective and efficient project management skills are to be applied.
SCM procedures	DoH	Med	Med	Project Leader to ensure that procedures are followed for urgent projects and no delays occur.

4.1.4. Occupational Health and Safety

4.1.4.1. The project must comply with the requirements of the Occupational Health & Safety Act 85 of 1993 and its regulations.

4.2. Communication Plan

The following plan is a guideline.

- Strategies

In order to ensure good communication, frequent engagement will take place though out the project life cycle. The engagements include:

- Stakeholder engagement meetings
- Planning meetings
- Update meetings
- Report back meetings

- o Site meetings
- o No media communication except by KZN-DOH Communication

- Methodologies

Communication will be done through the following methods:

- o Meetings
- o Minutes
- o Telecommunication
- o E-mails
- o Reports
- o Letters
- o Feedback information
- o Request for Information Schedules
- o Issue Registers

- Delivery

Communication will be delivered through:

- o Telecommunication
- o E-mails
- o Postal services
- o Internal registry services

- Personnel

Communication will be between KZN-DOH Infrastructure Development (KZN-DOH ID) and:-

- o KZN-DOH Head Office sections
- o KZN Nursing College Head Office
- o Contractor

Communication is expected to take place between:

- o KZN-DOH ID and Contractor
- o KZN-DOH ID and KZN Nursing College

4.3. Project Milestones

Table 3: MILESTONES and TASKS

Milestone	Anticipated Completion Date	% Project Complete
PROJECT INITIATION DATE	14/04/2021	0%
STAGE 1B BRIEF (Inclusive of stages 2 & 3)	04/06/2021	30%
TENDER	11/06/2021	40%
CONSTRUCTION	31/06/2021	81%
Construction 0 - 25%	18/06/2021	51%
Construction 26 - 50%	30/06/2021	61%
Construction 51 - 75%	23/07/2021	70%
Construction 76 - 100%	31/08/2021	81%
PRACTICAL COMPLETION	31/08/2021	81%
HANDED OVER	31/08/2021	84%
FINAL COMPLETION	30/11/2021	96%
CLOSE OUT	10/01/2022	100%

4.5. Expanded Public Works Programme and Community Participation Goal

The general rule/guideline currently is that all Department of Health Projects in which the Project Brief or FIPDM stage B1 report estimates exceed R7 Million shall be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Employment statistics will still be required to be submitted for projects below this value for recording and reporting to the EPWP system but all other EPWP guidelines may not be included.

Projects that have initial estimates exceeding R30 Million shall be subject to both Expanded Public Works Program (EPWP) and Contract Participation Goal (CPG).

The project is valued to be less than R500,000.00 and therefore is not subjected to meet EPWP requirements.

5. Procurement

5.1. Procurement Strategy

A Procurement Strategy is prepared by the Department of Health as part of the annual Infrastructure Programme Management Plan (IPMP). It sets out the Delivery Management Strategy as well as the Procurement and Contracting Arrangements proposed for each project requiring the procurement of Contractors (Works) during the ensuing 3 year period.

The project is on the PIMS for implementation and reporting by Head Office.

5.1.1. Delivery Management Strategy

The Delivery Management Strategy is detailed on the IPMP.

Factors emerging during the development of a project may lead to a revision of the Procurement Strategy.

5.1.3. Implementation Strategy

Allowance for temporary access and security during construction and facility/user department will be made aware during the site meeting with Head Office.

6. External Appointments

6.1. Appointment of Contractors or Suppliers

The KZN DOH will enter into an agreement with the Contractor or Supplier. However, over and above the agreement, the following expectations by KZN-DOH from the Contractor or Supplier are highlighted:

- Effective Time management
- Effective Project Management
- Effective Cost Management
- Effective Resource Management
- Effective Communication
- Adherence/Compliance to all applicable Legislation
- Adherence/Compliance to all applicable policies
- Adherence/Compliance to all applicable norms and standards

6.2. Roles and Responsibilities of the Department of Health

The roles and responsibilities are highlighted below:

- Effective management and co-ordination of all stages of the project
- Effective management and co-ordination to all legislative requirements
- Quality control and compliance.
- Effective manage Procurement preparation processes in terms of the PFMA, SIPDM and Treasury Regulations.
- Contract and project management
- Effective Financial management.
- Effective Time Management
- Manage completion processes and retention periods.
- Manage timeous and complete Close-out of Project including as-built documentation, manuals compliance certificates and related documentation.
- Manage all required reporting, documentation and archiving of documents

7. Signatures

Signatories

The following Facilities, Programmes and their Managers, Directors or Leaders have been fully advised and have read and understood the contents of this document.

Name: SINDISIWE Z. MTHEMBU

Iris Marwick Nursing College Principal

Date: 25-05-2021

Signature: 

**KWAZULU-NATAL
DEPARTMENT OF HEALTH**

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

**Iris Marwick Nursing College - Category C (Minor Project Outsourced) - Upper
Basement Floor**

Tender Number:
CIDB Grading

Project Code: IRIS2020C
Document Date: As Per Tender Advert
Contract Period:

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

Iris Marwick - Nursing College - Upgrades - Building Works

Item
No

Quantity

Rate

Amount

BILL NO. 1

PRELIMINARIES

NOTES

i) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading

ii) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")

SECTION A: PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

F: 1 Definitions and interpretation (clause 1)
V:

T: Item

Objective and Preparation (A2)

F: 2 Offer acceptance and performance (clause 2)
V:

T: Item

Preparation (A3-A14)

F: 3 Documents (clause 3)
V:

T: Item

F: 4 Design responsibility (clause 4)
V:

T: Item

Carried Forward R

Section No. 1
Preliminaries
Bill No. 1
Preliminaries
Department of Health

5	Employer's agents (clause 5)	F:	V:	T: Item
6	Site representative (clause 6)	F:	V:	T: Item
7	Compliance with regulations (clause 7)	F:	V:	T: Item
8	Works risk (clause 8)	F:	V:	T: Item
9	Indemnities (clause 9)	F:	V:	T: Item
10	Works Insurances (clause 10)	F:	V:	T: Item
11	Liability Insurances (clause 11)	F:	V:	T: Item
12	Effecting Insurance (clause 12)	F:	V:	T: Item
13	State Provisions (clause 13)	F:	V:	T: Item

Brought Forward R

Carried Forward R

R

- Iris Marwick - Nursing College - Upgrades - Building Works
- F: V: 23 Contractor's Domestic Sub-Contractors (Clause 23)
 - F: V: Completion (A24-A30)
 - F: V: 24 Practical completion (clause 24)
 - F: V: 25 Works completion (clause 25)
 - F: V: 26 Final completion (clause 26)
 - F: V: 27 Latent defects liability period (clause 27)
 - F: V: 28 Sectional completion (clause 28)
 - F: V: 29 Revision of date of practical completion (clause 29)
 - F: V: 30 Penalty for non-completion (clause 30)

T: Item
 T: Item
 T: Item
 T: Item
 T: Item
 T: Item
 T: Item
 T: Item
 T: Item

Brought Forward

Carried Forward R

(2)

(2)

Tris Marwick - Nursing College - Upgrades - Building Works

Payment (A31 - A35)

31 Interim payment to the contractor (clause 31)
 V:
 F: Item

32 Adjustment to the contract value (clause 32)
 V:
 F: Item

33 Recovery of expense and loss (clause 33)
 V:
 F: Item

34 Final account and final payment (clause 34)
 V:
 F: Item

35 Payment to other parties (clause 35)
 V:
 F: Item

Cancellation (A36-A39)

36 Cancellation by employer - contractor's default (clause 36)
 V:
 F: Item

37 Cancellation by employer - loss and damage (clause 37)
 V:
 F: Item

38 Cancellation by contractor - employer's default (clause 38)
 V:
 F: Item

Brought Forward

T: Item

T: Item

T: Item

T: Item

T: Item

T: Item

T: Item

T: Item

Carried Forward R

0

0

Iris Marwick - Nursing College - Upgrades - Building Works

39 Cancellation - cessation of the works (clause 39)

F: V:

Dispute (A40)

40 Dispute Settlement (clause 40)

F: V:

Contract variables (A41)

Brought Forward

T: Item

T: Item

Carried to Final Summary

R

R

Item No

BILL NO.1

ALTERATIONS

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant ABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

REMOVAL OF EXISTING WORK

Taking out and removing doors, windows, etc. including thresholds, sills, frames etc. from brickwork to remain including making good all trades as necessary

1 Single door, size 906 x 2559mm high

No

Carried Forward

-7-

Rate Amount

Quantity

R

Brought Forward R

Taking out and removing built in cupboards doors, frames, shelves, cleats, bearers and shelving from brickwork including making good all trades as necessary	No	1	
2 Cupboard unit 9052 x 909mm high consisting of counter tops 525mm wide	No	1	
3 Cupboard unit 5056 x 909mm high consisting of counter tops 525mm wide	No	1	
Taking down and removing ceiling, partitioning and flooring etc including making good all trades as necessary	m	4	
4 Drywall partitioning 2.68m high including doors, ironmongery, glazed borrowed lights, etc			
Taking up and removing vinyl floor coverings, carpeting, etc including making good all trades as necessary	m ²	35	
5 Vinyl tile floor covering including preparing screed for new carpet flooring			
6 Vinyl tile floor covering including preparing screed for new vinyl floor covering	m ²	8	
7 Vinyl tile floor covering including preparing screed for new granolithic floor	m ²	18	
Taking out and removing sundry metalwork	No	26	
8 Metal burglar proof bars fixed to brick wall for window size, 966 x 1509mm high including making good all trades as neces			
9 Metal gate fixed to brick wall for door size, 906 x 2559mm high including making good all trades as necessary	No	1	
Taking out and removing sundry joinery	m	72	
10 Timber skittings from brickwork and making good all trades as necessary			

Carried Forward

			R
--	--	--	---

-9-

Carried Forward

Brought Forward

11	Tiles to walls	m ²	19	
	Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing brick surfaces for new screed, plaster or tile finishes			
	11 Tiles to walls			
	Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes and making good all trades as necessary			
12	Stainless steel sink and drainer on timber cupboard 525 x 9052 x 909mm high	No	1	
13	Stainless steel sink and drainer on timber cupboard 525 x 5055 x 909mm high	No	1	
	Taking out and removing joinery fittings etc, setting aside for re-use and later refixing in new position			
14	Steel geyser	No	4	
	Taking out and removing electrical fittings etc and making good all trades			
15	Single plug point cover	No	3	
16	Double plug point cover	No	1	
	Taking out and removing mechanical works including piping and wiring etc and making good all trades			
17	Air conditioning unit	No	6	
18	Fan	No	5	
	Taking out electrical light fitting including connecting wiring etc, setting aside for re-use and later refixing in similar new position			
19	Light fitting	No	2	
	BUILDING UP OPENINGS			

R

R

Carried Forward

Brought Forward

Brickwork in NFP bricks in class II mortar in building up openings			
20	Cutting toothings and bonding new brickwork to existing	m2	1
21	Cutting toothings and bonding new brickwork to concrete	m2	2
MAKING GOOD OF FINISHES ETC			
Making good brickwork			
22	Brickwork at end of one brick wall	m	6
Making good screed and floor covering			
23	Floors where one brick walls was removed	m	4
24	Floors where drywall partitioning was removed	m	4
Making good internal cement plaster			
25	Walls in patches	m2	22
26	Concrete ceilings in patches	m2	4
SERVICING OF EXISTING STEEL WINDOWS			
Overall, adjust, service, replace missing or broken hinges, stays, handles, etc and leave in perfect working condition including hacking out damaged putty and re-putty			
27	Window size 966 x 1509mm high	No	2
Overall bolt and seal shut windows in order to disable the opening mechanism as per the required standards			
28	Window size 1946 x 2076mm high	No	4
29	Louvre steel window, size 900 x 500mm high	No	4
OPENINGS THROUGH EXISTING WALLS ETC			

R

R

10

10

Altering openings

30 Altering opening in one brick wall where 906 x 2559mm high meranti door with steel frame removed to form opening for new strongroom door and frame 1020 x 2055mm high overall by breaking out brickwork on both sides and bottom including fanlight with brickwork and making good brickwork, plaster and paint on both sides and into reveals (new strongroom door with frame elsewhere)

Brought Forward

1

-11-

Carried Forward

R

R

Item No

BILL NO.2
MASONRY

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

BRICKWORK

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.
All primers, emulsion paints and enamels are to comply with the relevant SABS specifications.
Paints etc. shall be suitable for the application on the surfaces to which they are being applied.
The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.
The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Sizes in descriptions
Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick

Carried Forward

-12-

Rate Amount

R

Brought Forward

Carried Forward

Hollow walls etc

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Bitrexal" bitumen emulsion waterproofing coating.

Face bricks

Bricks shall be ordered limously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

SUPERSTRUCTURE

Brickwork

Brickwork of NFP bricks in class II mortar

1 One brick walls

BRICKWORK SUNDRIES

Brickwork reinforcement
 2 150mm Wide reinforcement built in horizontally

m²

m

20

120

R

R

Item No

BILL NO.3

CARPENTRY AND JOINERY

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carried from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant SABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Joinery:

Descriptions of frames shall be deemed to include transoms, mullions, rails, etc

Descriptions of hardwood joinery shall be deemed to include pelling of bolt holes

Carried Forward

-14-

Quantity

Rate

Amount

R

Iris Marwick - Nursing College - Upgrades - Building Works

Brought Forward

No

Fixing

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete

SKIRTINGS

Wrought meranti

1 22 x 75mm Skirtings with 19mm quadrant bead, plugged

FITTINGS

Kitchen cupboards etc

2 PG Bison Melawood cupboards with a single drawer above, shelved cupboard above with matching veneered exposed edges including granite countertops with splash back trims until 605 x 909mm high with counter tops 525mm wide as per the manufacturer's specification. Colour to Department of Health's choice.

No

1

-15-

Carried Forward

R

R

Item No

BILL NO.4

FLOOR COVERINGS

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant SABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Fixing

Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc

FLOOR COVERINGS

Section No. 2
Building Works
Bill No. 4
Floor Coverings, Plastic Linings, etc.
Department of Health

Carried Forward

Quantity

Rate

Amount

R

-17-

Carried Forward

1	On floors	8	m ²
	Semi flexible vinyl sheeting as per the manufacturer's specification		
2	On floors	38	m ²
	"Belgotex Berber or equal approved" Point 920 Charcoal carpet tiles as per the manufacturer's specification		
	SKIRTINGS, NOSINGS, ETC		
	Aluminum divider strips		
3	Anodised aluminum divider strips fixed to concrete	4	m
	POLISH, SEALERS, ETC		
4	Two coats wax polish on vinyl flooring	8	m ²

Brought Forward

R

R

Item No

BILL NO.5

IRONMONGERY

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant SABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish normally be used, then the specifier should contact the manufacturer for approval. The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Carried Forward

Quantity

Rate

Amount

R

Carried R
Section No. 2
Building Works
Bill No. 5
Ironmongery
Department of Health

Finishes to Ironmongery

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:

- BS Satin bronze lacquered CH Chromium plated
- SC Satin chromium plated
- SE Silver enamelled
- GE Grey enamelled
- AS Anodised silver
- AB Anodised bronze
- AG Anodised gold
- ABL Anodised black
- PB Polished brass
- PL Polished and lacquered
- PT Epoxy coated
- SD Sanded

VERTICAL BLINDS

Vertical Blinds System, comprising of 127mm vanes with low profile vanes holders and with aluminium headrail, fitted with wheeled self-aligning runners + hooks capable of 180 degree rotation with curved rack gear driven by aluminium tiltrod. Vanes fitted with ballast weights at bottom and interconnected with plastic bead chain, with controls. Fabric vanes: Colour to Department of Health; intrastucture, Headrail: natural anodized aluminium.

1 Window size 966 x 1509mm high

No

Brought Forward R

Carried Forward

-19-

9

R

Item
No

BILL NO.6

METALWORK

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site. All primers, emulsion paints and enamels are to comply with the relevant SABS specifications. Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Fixings

Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc

Carried Forward

Quantity

Rate
Amount

R

Brought Forward	No	1	2	1	1	1	No	Carried Forward
HOT DIPPED GALVANIZED STEEL GATES, SCREENS ETC <u>Single/Double Sash Trellidor</u>	1	1	1	2	1	1	No	Carried Forward
Single gate size approximately 906 x 2559mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made retractable sliding gates as per the manufacturer's specification.	1	1	2	1	1	1	No	Carried Forward
2 Single gate size approximately 1171 x 2083mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made retractable sliding gates as per the manufacturer's specification.	1	2	1	1	1	1	No	Carried Forward
3 Double gate size approximately 1615 x 2559mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made retractable sliding gates as per the manufacturer's specification.	1	1	1	1	1	1	No	Carried Forward
4 Double gate size approximately 1740 x 2080mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made retractable sliding gates as per the manufacturer's specification.	1	1	1	1	1	1	No	Carried Forward
5 Double gate size approximately 2660 x 2780mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made retractable sliding gates as per the manufacturer's specification.	1	1	1	1	1	1	No	Carried Forward
6 Window size approximately 966 x 1509mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made non retractable window screens as per the manufacturer's specification.	1	1	1	1	1	1	No	Carried Forward

R

R

-22-

Carried Forward

Brought Forward

7	Window size approximately 1946 x 2076mm high, fabricated from powder coated hot dipped galvanised mild steel as per the Department of Health's colour choice. Custom made non retractable window screens as per the manufacturer's specification.	No	6
8	<u>Bronze anodised aluminium doors, sidelights and fanlights glazed with 6mm laminated safety glass and plugged to brickwork or concrete complete with ironmongery and sliding gear</u> <u>ALUMINIUM PANEL ETC</u> <u>Bronze anodised aluminium panel with a minimum thickness of 2mm frame as per the manufacturer's specification.</u>	No	1
9	<u>STEEL RECORD/STRONGROOM DOORS, VENTILATORS, ETC</u> <u>DS 1 or equal approved</u> Recordroom door and frame 1870x879mm high overall thickness 120mm, outer plate thickness 6mm with 7 lever security lockset with 8 bolts of 40mm diameter, 4 front and back suitable for onbrick walls including seven lever security lock and red light fitting. Colour to Department of Health's choice 10 Automatic drop shutter strongroom ventilator single ended to suit 115mm wall 11 Door stop as per door supplier	No	1 2 1

R

R

Item No

BILL NO.7
PLASTERING

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.

All primers, emulsion paints and enamels are to comply with the relevant SABS specifications.

Paints etc. shall be suitable for the application on the surfaces to which they are being applied.

The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish normally be required for a surface other than that for which it would be required for a surface other than that for which it would normally be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

SCREEDS

1 25mm Thick on floors
INTERNAL PLASTER
Screeds on concrete to be prepared to the tolerance of the manufacturer's specification to ensure that the substance allows for a smooth finish

Carried Forward

Section No. 2
Building Works
Bill No. 7
Plastering
Department of Health

-23-

Quantity	Rate	Amount
m2	42	R

Cement plaster on brickwork
2 15mm thick On walls

Brought Forward R
m²

39

Carried Forward

-24-

R

Item No

BILL NO.8

TILING

SUPPLEMENTARY PREAMBLES

Descriptions

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding

WALL TILING

152 x 152 x 5mm glazed ceramic tiles on brickwork including cement plaster ? backing

1 On walls on splashbacks

m2

15

Quantity

Rate Amount

Carried Forward

R

Item No

BILL NO.9

PLUMBING AND DRAINAGE (PROVISIONAL)

SANITARY FITTINGS

Val or Equal Approved

1 1200 x 635mm stainless steel single end bowl sink on

cupboard (cupboard elsewhere)

2 40mm 316 CP sink waste union

TRAPS ETC

3 40mm black rubber P-trap

TAPS, VALVES, ETC

4 Amalfi Jade Plus or equal approved Chrome pillar type sin

WATER SUPPLIES

Class 0 copper pipes with brass compression couplings

5 15mm Pipes

Extra over Class 0 copper pipes for brass compression

ittings

6 15mm Fittings

ELECTRIC WATER HEATERS

ZIP or Equal approved

7 15 Litre White epoxy hydro boil

No

1

No

1

No

2

No

1

m

4

No

3

No

1

Carried Forward

R

Rate Amount

Quantity

Item No

BILL NO.10
PAINTWORK

PREAMBLES

The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles

SUPPLEMENTARY PREAMBLES

The Contractor must visit the site and acquaint himself fully with conditions and scope of alterations. Descriptions herein are brief and are to serve as a means of identifying work only. The full extent of work is to be assessed by the contractor on site.

Removal and reinstatement of existing work to be executed by the Contractor. Old materials from alterations, except where described to be re-used or handed over, as well as rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.

All primers, emulsion paints and enamels are to comply with the relevant SABS specifications.

Paints etc. shall be suitable for the application on the surfaces to which they are being applied. The paint and surface finishes specified herein are for normal applications as intended by the manufacturer. Should a finish normally be required for a surface other than that for which it would be used, then the specifier should contact the manufacturer for approval.

The final state of preparatory work to existing decorated surfaces shall in all cases produce in the finished decorated surfaces a condition similar to new work.

Paint Specification

All painting shall be done in accordance with "Piascon" specifications unless otherwise described

-27-

Carried Forward

R

Quantity

Rate Amount

Colours

Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091

PAINTWORK ETC TO NEW WORK
ON FLOATED PLASTER

One coat primer and two coats interior quality acrylic paint. Colour to Plascon Ravine 62 or equal approved

1 On internal walls

2 On concrete ceilings

ON WOOD

Three coats superior quality clear gloss varnish

3 On skirting

PAINTWORK ETC TO PREVIOUSLY PAINTED WORK
ON FLOATED PLASTER

One coat primer and two coats interior quality acrylic paint. Colour to Plascon Ravine 62 or equal approved

4 On internal walls

Brought Forward

m2

61

m

72

m2

12

Carried Forward

-28-

R

SECTION SUMMARY - Building Works

BIII

- 1 Alterations
- 2 Masonry
- 3 Carpentry & Joinery
- 4 Floor Coverings, Plastic Linings, etc.
- 5 Ironmongery
- 6 Metal Work
- 7 Plastering
- 8 Tiling
- 9 Plumbing & Drainage
- 10 Paintwork

Page No
 -11-
 -13-
 -15-
 -17-
 -19-
 -22-
 -24-
 -25-
 -26-
 -28-

Carried Forward to
 Final Summary
 -29-

Amount
R

Carried to Form of Tender
-30-

Iris Marwick - Nursing College - Upgrades - Building Works
FINAL SUMMARY
Section No
1 Preliminaries
2 Building Works
Sub-Total Value Added Tax (VAT @ 15%)

Page No
-6-
-29-

P P

Amount

<p>C-1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010</p> <p>CONTRACT DATA FOR: Iris Marwick Nursing College - Category C (Minor Project Outsourced) - Upper Basement Floor</p>		Tender no:
<p>The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saiice.org.za.</p>		
<p>CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:</p>		
<p>CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.</p>		
<p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in // brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.</p>		
<p>PRE-TENDER INFORMATION Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:</p>		
<p>CONTRACTING AND OTHER PARTIES</p>		
<p>Employer: Head:(Department of Health: Province of Kwazulu-Natal) Postal address: Private Bag X 400 PIETERMARITZBURG 3200 Tel: 033 - 940 2400 Fax: N/A</p>	<p>1.1.15</p>	
<p>Physical address: 35 Hyslop Road, Townhill Office Park PIETERMARITZBURG 3200</p>	<p>1.2.12</p>	
<p>Tender no: 0</p>		
<p>PART 1: DATA PROVIDED BY THE EMPLOYER</p>		
<p>Defects Liability Period A time measured from the date of the Certificate of Completion.</p>	<p>1.1.13</p>	
<p>Defects Liability Period is 12 Months for the whole of the Works</p>		
<p>The latent defect period is:</p>	<p>5 years after the Final Approval Certificate</p>	
<p>Documentation required before commencement of the Works:</p>		<p>5.3.11</p>
<p>Health and Safety Plan</p>	<p>4.3</p>	
<p>The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</p>		
<p>Initial Programme</p>	<p>5.6</p>	
<p>The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.</p>		
<p>Guarantee</p>	<p>6.2</p>	
<p>The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</p>		
<p>Insurance</p>	<p>6.6</p>	
<p>The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</p>		
<p>Cash flow by contractor</p>		
<p>Priced Bill of Quantity</p>		
<p>The Contractor shall deliver his Priced Bill of Quantity with the tender document before the tender closing date.</p>		
<p>Programme</p>		
<p>The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3</p>		
<p>Other requirements</p>		
<p>The time to submit the documentation required before commencement with Works execution is: 14 calendar days</p>	<p>5.3.2</p>	

[5.8.1]	Non-Working days Special non-working days Sundays All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences 15-Dec-21 ends 10-Jan-22 Second Year end break - commences N/A ends N/A Third Year end break - commences N/A ends N/A Fourth Year end break - commences N/A ends N/A
[3.1.3]	Engineer/Principal Agent to consult with Employer The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.
[6.2.1]	Security The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2. Please see CONTRACT DATA - below to select Guarantee Option
[6.2.1]	Commencement Date Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. The Agreement comes into effect on the date when: The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any) The agreement ("this document") consists of: 1. Agreement and Conditions of Contract 2. Form of Offer and Acceptance 3. Contract Data 4. Scope of Works 5. Site Information 6. Drawings & documents referred to in the 1 to 4 above. (See Form of Offer and Acceptance) The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.
[5.6.1]	The Contractor shall deliver this programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[1.1.33]	CONTRACT DETAILS Works description: Refer to the Scope of Works Specific options that are applicable to a State organ only Where so:
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
2)	Lateral support insurance to be effected by the contractor:
3)	Payment will be made for materials and goods
4)	Dispute resolution by litigation
5)	Extended defects liability period applicable to the following elements: Electrical, Mechanical and Civil work
[6.6.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: R0.00
[6.6.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price
[6.6.1.3]	The limit for indemnity for liable insurance is: Unlimited
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 33.30%
[1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.
[5.5.1]	For the works as a whole: The whole of the works shall be completed within: 3 Months (which shall be deemed to include all Non-Working Days, Special Non-Working Days and the year end Builders Annual Industry Holiday Periods). To be determined 0.04% of the Contract Price, rounded to the nearest R10

<p>For the works in sections: Portion 1: N/A Portion 2: N/A Portion 3: N/A Portion 4: N/A Portion 5: N/A Portion 6: N/A Portion 7: N/A Portion 8: N/A Portion 9: N/A Portion 10: N/A Portion 11: N/A Portion 12: N/A Portion 13: N/A Portion 14: N/A Portion 15: N/A Portion 16: N/A Portion 17: N/A Portion 18: N/A Portion 19: N/A Portion 20: N/A Portion 21: N/A Portion 22: N/A Portion 23: N/A Portion 24: N/A Portion 25: N/A Portion 26: N/A Portion 27: N/A Portion 28: N/A Portion 29: N/A Portion 30: N/A Portion 31: N/A Portion 32: N/A Portion 33: N/A Portion 34: N/A Portion 35: N/A Portion 36: N/A Portion 37: N/A Portion 38: N/A Portion 39: N/A Portion 40: N/A Portion 41: N/A Portion 42: N/A Portion 43: N/A Portion 44: N/A Portion 45: N/A Portion 46: N/A Portion 47: N/A Portion 48: N/A Portion 49: N/A Portion 50: N/A Portion 51: N/A Portion 52: N/A Portion 53: N/A Portion 54: N/A Portion 55: N/A Portion 56: N/A Portion 57: N/A Portion 58: N/A Portion 59: N/A Portion 60: N/A Portion 61: N/A Portion 62: N/A Portion 63: N/A Portion 64: N/A Portion 65: N/A Portion 66: N/A Portion 67: N/A Portion 68: N/A Portion 69: N/A Portion 70: N/A Portion 71: N/A Portion 72: N/A Portion 73: N/A Portion 74: N/A Portion 75: N/A Portion 76: N/A Portion 77: N/A Portion 78: N/A Portion 79: N/A Portion 80: N/A Portion 81: N/A Portion 82: N/A Portion 83: N/A Portion 84: N/A Portion 85: N/A Portion 86: N/A Portion 87: N/A Portion 88: N/A Portion 89: N/A Portion 90: N/A Portion 91: N/A Portion 92: N/A Portion 93: N/A Portion 94: N/A Portion 95: N/A Portion 96: N/A Portion 97: N/A Portion 98: N/A Portion 99: N/A Portion 100: N/A</p>	<p>The date for practical completion from the commencement date and the penalty per calendar day:</p>	<p>For the works in sections: Portion 1: N/A Portion 2: N/A Portion 3: N/A Portion 4: N/A Portion 5: N/A Portion 6: N/A Portion 7: N/A Portion 8: N/A Portion 9: N/A Portion 10: N/A Portion 11: N/A Portion 12: N/A Portion 13: N/A Portion 14: N/A Portion 15: N/A Portion 16: N/A Portion 17: N/A Portion 18: N/A Portion 19: N/A Portion 20: N/A Portion 21: N/A Portion 22: N/A Portion 23: N/A Portion 24: N/A Portion 25: N/A Portion 26: N/A Portion 27: N/A Portion 28: N/A Portion 29: N/A Portion 30: N/A Portion 31: N/A Portion 32: N/A Portion 33: N/A Portion 34: N/A Portion 35: N/A Portion 36: N/A Portion 37: N/A Portion 38: N/A Portion 39: N/A Portion 40: N/A Portion 41: N/A Portion 42: N/A Portion 43: N/A Portion 44: N/A Portion 45: N/A Portion 46: N/A Portion 47: N/A Portion 48: N/A Portion 49: N/A Portion 50: N/A Portion 51: N/A Portion 52: N/A Portion 53: N/A Portion 54: N/A Portion 55: N/A Portion 56: N/A Portion 57: N/A Portion 58: N/A Portion 59: N/A Portion 60: N/A Portion 61: N/A Portion 62: N/A Portion 63: N/A Portion 64: N/A Portion 65: N/A Portion 66: N/A Portion 67: N/A Portion 68: N/A Portion 69: N/A Portion 70: N/A Portion 71: N/A Portion 72: N/A Portion 73: N/A Portion 74: N/A Portion 75: N/A Portion 76: N/A Portion 77: N/A Portion 78: N/A Portion 79: N/A Portion 80: N/A Portion 81: N/A Portion 82: N/A Portion 83: N/A Portion 84: N/A Portion 85: N/A Portion 86: N/A Portion 87: N/A Portion 88: N/A Portion 89: N/A Portion 90: N/A Portion 91: N/A Portion 92: N/A Portion 93: N/A Portion 94: N/A Portion 95: N/A Portion 96: N/A Portion 97: N/A Portion 98: N/A Portion 99: N/A Portion 100: N/A</p>	<p>The percentage advance on materials not yet built into the Permanent Works is: 80.00%</p>	<p>Percentage retention on amounts due to contractor is: The Percentage retention is 5% should the contractor not provide a construction performance guarantee.</p>	<p>Maximum retention is: 5.00% of the Contract Price</p>	<p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p>	<p>The following clause must be added to clause 5.14.5: [5.14.5f] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>	<p>The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: One Replace the last part of the clause with the following: "., on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."</p>	<p>[10.5] Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. 2) In case of uninterrupted power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderers, will not be permitted. Alternative Indices: Not Applicable</p>	<p>Clause [1.1.1] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include Inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Services' (http://www.weather.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practices among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular: in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>	<p>[1.1] Clause [1.1.1] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include Inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Services' (http://www.weather.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practices among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular: in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
---	---	---	---	--	---	--	---	---	--	---	---

<p>ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (hereafter referred to as Engineer)</p> <p>GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p> <p>11.1.16 Add the following to clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIBD and who has an ACTIVE status at the time of submitting the tender"</p> <p>11.1.21 Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS".</p> <p>16.10.2 Replace "at the prime overhead rate, as charged by the Contractor's Bank," with "at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>	<p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.1.2.3 and add the following:</p> <p>"5.1.2.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia:</p> <p>5.1.2.3.1 Failure to give possession of the site to the contractor.</p> <p>5.1.2.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.</p> <p>5.1.2.3.3 Contract instructions not occasioned by default by the contractor.</p> <p>5.1.2.3.4 Failure to issue construction information timeliness or the late issue of a contract instruction following a request from the contractor.</p> <p>5.1.2.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</p> <p>5.1.2.3.6 Suspension or cancellation termination invoked by a nominated or selected subcontractor due to default by the employer or the principal agent.</p> <p>5.1.2.3.7 Involvement of a nominated subcontractor.</p> <p>5.1.2.3.8 A direct contractor.</p> <p>5.1.2.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</p> <p>5.1.2.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>5.1.2.3.11 Late or failure to supply materials and goods for which the employer is responsible.</p> <p>5.1.2.3.12 Suspension of the works."</p> <p>Omit entire clause 5.14.5.1</p> <p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p> <p>Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance. Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer ERFORCE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 4.2.2. Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRACTS shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> <p>(b) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the commencement of the Works.</p> <p>(d) The Contractor shall be responsible for the Employer's recommendations, to the Employer for determination.</p> <p>(e) The issues of the certificate of completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer.</p>	<p>MANAGING PROJECT DURATION</p> <p>The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(a) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/Principal Agent a detailed CPM Programme which shall be to the approval of the Engineer/Principal Agent. In this regard tenders are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p>	<p>INCLEMMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</p> <p>The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.</p> <p>(a) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where there following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>
--	---	---	---

YES NO

1. STOPPAGE CLAIMED MUST CAUSE A DELAY IN THE COMPLETION DATE OF WORK. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather, no claims for delay shall be granted.

2. NO CLAIMS FOR STOPPAGE LESS THAN 2 (TWO) HOURS, BUT LESS THAN 10 (TEN) HOUR (LUNCH INCLUDED) DAY, SHALL BE ADDED TOGETHER AND EXPRESSED AS FULL DAYS.

3. CLAIMS GRANTED FOR MORE THAN 2 (TWO) HOURS, BUT LESS THAN 10 (TEN) HOUR (LUNCH INCLUDED) DAY, SHALL BE ADDED TOGETHER AND EXPRESSED AS FULL DAYS.

4. ALL CLAIMS SHALL BE SUBMITTED IN WRITING TO THE PRINCIPAL AGENT WITHIN ONE WORKING DAY OF THE ACTUAL STOPPAGE.

5. THE TOTAL DELAY IN PERFORMANCE GRANTED TO THE CONTRACTOR EXPRESSED IN DAYS SHALL BE ADDED TO THE CONTRACTUAL COMPLETION DATE OF EACH SECTION OF THE WORKS.

6. THE CONTRACTUAL PENALTY CLAUSE SHALL ONLY COME INTO EFFECT AFTER THIS NEWLY ARRIVED DATE.

7. TOTAL DELAYS (IN HOURS) WILL BE ROUNDED UP OR DOWN TO THE NEAREST TRIGGER FOR THE CONTRACTOR'S PROGRAMME.

8. DAY SHALL BE 10 UNLESS OTHERWISE INDICATED ON THE CONTRACTOR'S PROGRAMME.

9. WHERE THE PROJECT INCLUDES BUILDER'S HOLIDAYS THE PROGRAMMED DURATION FOR INCLEMENT WEATHER EXCEEDS THE ACTUAL DELAYS INCURRED THE COMPLETION DATE(S) WILL NOT BE ADJUSTED.

10. WHERE THE PROGRAMMED DELAYS FOR INCLEMENT WEATHER EXCEEDS THE ACTUAL DELAYS INCURRED THE COMPLETION DATE(S) WILL NOT BE ADJUSTED.

11. THE STOPPAGE CLAIMED MUST CAUSE A DELAY IN THE COMPLETION DATE OF WORK. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

12. CONTRACT DETAILS

13. CONTRACTOR NAME: _____

14. POSTAL ADDRESS: _____

15. TEL NO: _____

16. FAX NO: _____

17. TAX / VAT REGISTRATION NO.: _____

18. PHYSICAL ADDRESS: _____

19. THE ACCEPTED CONTRACT PRICE INCLUSIVE OF TAX IS R: _____

20. PAYMENT OF PRELIMINARIES (Clause 6.7, 6.8, 6.10 and 6.11)

Alternative A	Yes
Alternative B	N/A

The preliminaries amounts shall be paid in terms of:

21. ASSESSED BY THE ENGINEER/PRINCIPAL AGENT AS AN AMOUNT PROTECTED TO THE VALUE OF THE WORK DUTY EXERCISED IN THE SAME RATIO AS THE PRELIMINARIES BEARS TO THE CONTRACT PRICE EXCLUDING VAT, PREMIUMS, AMOUNTS, CONTINGENCIES AND ANY C/P.F.

22. CALCULATED FROM THE PRICED BILL OF QUANTITIES/LUMP SUM DOCUMENT. THE CONTRACTOR AND THE ENGINEER/PRINCIPAL AGENT SHALL AGREE ON A DIVISION OF THE PRICED PRELIMINARIES ITEMS INTO INITIAL ESTABLISHMENT CHARGE, MONTHLY CHARGE AND FINAL DISESTABLISHMENT CHARGE.

23. IF THE CONTRACTOR AND THE ENGINEER/PRINCIPAL AGENT CANNOT AGREE, WITHIN TEN (10) WORKING DAYS FROM THE COMMENCEMENT DATE, ON SUCH A DIVISION THEN THE ENGINEER/PRINCIPAL AGENT SHALL MAKE A DIVISION OF THE PRELIMINARIES TO BE INCORPORATED IN THE VALUATIONS FOR EACH MONTHLY PAYMENT CERTIFICATE AS FOLLOWS:

24. 10% OF THE GENERAL ITEMS/PRELIMINARIES AMOUNT SHALL NOT BE VARIED

25. 15% OF THE GENERAL ITEMS/PRELIMINARIES SHALL ONLY BE VARIED IN PROPORTION OF THE CONTRACT PRICE TO THE CONTRACT SUM

26. 75% OF THE GENERAL ITEMS/PRELIMINARIES SHALL BE VARIED IN PROPORTION TO THE REVISED CONSTRUCTION PERIOD COMPARED WITH THE INITIAL CONSTRUCTION PERIOD.

27. ADJUSTMENT OF PRELIMINARIES (Clause 6.7, 6.8, 6.10 and 6.11)

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

- An amount which shall not be varied.

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

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to be incorporated in the valuations for each monthly payment certificate as follows:

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

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries 10% of the amount shall not be varied

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

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

Sectional Completion - Subdivision of Preliminaries Costs

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

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

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

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

	<p>Alternative B</p> <p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminary amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff changes and for the use of construction equipment in terms of the programme.</p> <p style="text-align: right;">NO <input type="checkbox"/> YES/NO <input type="checkbox"/></p>
2	<p>DOCUMENTS</p> <p>The contractor is informed that only option 'A' shall apply</p>
	<p>Contract documents marked and annexed hereto:</p> <p>Priced Bills of Quantities: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Lump Sum document: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Guarantee Options:</p> <p>2.2 DESIGN BRIEF: Not applicable</p> <p>2.3 DRAWINGS: Not applicable</p> <p>2.4 DESIGN PROCEDURES: See list of drawings/Annexure's attached to this document. YES or NO <input type="checkbox"/></p> <p>Other documents: Not applicable</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
	<p>WAIVER OF THE CONTRACTORS LIEN OR RIGHT OF CONTINUING POSSESSION IS REQUIRED.</p> <p style="text-align: center;">YES <input type="checkbox"/></p>
	<p>GUARANTEE OPTIONS</p> <p>The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.</p> <p>Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p> <p>(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.</p> <p>(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below; select one option</p> <p>(i) bank or insurance Performance Guarantee of 10 % of the Contract Price</p> <p>(ii) a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)</p>
	<p>3 SIGNATURES OF THE CONTRACTING PARTIES</p> <p>Thus done and signed at..... of..... on..... of..... 20.....</p> <p>Name of signatory.....</p> <p>Capacity of signatory.....</p> <p>as Witness.....</p> <p>Thus done and signed at..... of..... on..... of..... 20.....</p> <p>Name of signatory.....</p> <p>Capacity of signatory.....</p> <p>for and behalf of the Employer who by signature hereof.....</p> <p>for and behalf of the Contractor who by signature hereof.....</p> <p>as Witness.....</p> <p>Capacity of signatory.....</p>
	<p>NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.</p>



A
1
2
3
4
5
6
7
8
9
10

C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)	
Scope of Works compiled in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004	
Project title: Iris Marwick Nursing College - Category C (Minor Project Outsourced) - Upper Basement Floor	Tender no:
Project Code: IRIS2020C	
SECTION 1	
EXTENT OF THE WORKS	1
EMPLOYERS OBJECTIVES	1.1
Reconfiguration of the upper basement floor by converting the existing partitioned offices into an open plan, refurbishing the existing kitchen, converting another existing kitchen space into a printing room, upgrading existing partitioned offices, configuring the rear space into a record room and including security features such as buglar guards and sliding gates.	
OVERVIEW OF THE WORKS	1.2
The reconfiguration of the existing space to be compliant for examination purposes.	
EXTENT OF THE WORKS	1.3
The contract comprises the configuration, upgrade and renovation of the upper basement floor by installing buglar guards and sliding gates, demolishing partitions and replacing finishes etc.	
LOCATION OF THE WORKS	1.4
The site is situated within the premises of the Townhill Hospital at Iris Marwick Building in Pietermaritzburg. GPS Co-ordinates for the site is: -29,58348, +30,36606	
TEMPORARY WORKS	1.5
All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)	
ENGINEERING	2
EMPLOYER'S DESIGN	2.1
Not applicable	
DESIGN BRIEF	2.2
Not applicable	
DRAWINGS	2.3
Not applicable	
See list of drawings/Annexure's attached to this document.	

2.4	DESIGN PROCEDURES	Not applicable
3	PROCUREMENT	PREFERENTIAL PROCUREMENT PROCEDURES
3.1	<p>This tender will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the Kwazulu-Natal Supply Chain Management Policy Framework published by the Kwazulu-Natal Provincial Treasury. Tenders are referred to www.kzntreasury.gov.za for access to the relevant documents.</p> <p>Tenders are advised to familiarize themselves with the contents of the Kwazulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.</p>	RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT
3.2	NOTE : This project will be adjudicated as not exceeding R 50,000 000,00	SCOPE OF MANDATORY SUBCONTRACT WORK
3.3	Not applicable	PREFERRED SUBCONTRACTORS/SUPPLIERS
3.4	Not applicable	SUBCONTRACTING PROCEDURES
3.5	Not applicable	CONSTRUCTION
4	APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS	<p>The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.</p> <p>Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.</p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sum documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p> <p>The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.</p> <p>Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sum documents, it shall be deemed to mean "Contractor" as defined.</p>

5.2	<p>RECORDING OF WEATHER</p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p>
5	<p>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</p> <p>See above 4.1</p> <p>4.3 PARTICULAR / GENERIC SPECIFICATIONS</p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <p>SPECIFICATION</p> <p>Specification for HIV/AIDS Awareness (CIB)</p> <p>Specific Construction, Safety, Health and Environmental Plan</p> <p>Standard Preambles for all Trades (Rev 3) - DOH 2009</p> <p>General Electrical Specification</p> <p>Lightning Protection Installation</p> <p>4.4 CERTIFICATION BY RECOGNIZED BODIES</p> <p>Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.</p> <p>4.5 AGREEMENT CERTIFICATES</p> <p>Not applicable</p> <p>4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p> <p>4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p> <p>4.8 OTHER SERVICES AND FACILITIES</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p> <p>MANAGEMENT</p> <p>5.1 APPLICABLE SANS 1921 STANDARDS</p> <p>Tenders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p>

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

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

5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

<p>PERMITS</p> <p>5.9</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p>	<p>5.10</p> <p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation <p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p> <p>SECTION 2</p> <p>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</p>	<p>4.1.7</p> <p>The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.</p> <p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p> <p>4.2.2 The structural engineer is:</p> <p>ABC Engineers</p> <p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p> <p>4.3 The planning, programme and method statement are to comply with the following:</p> <p>N/A</p>	<p>Clause Numbers</p>
---	--	--	-----------------------

4.12.1	Samples of materials	<p>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.</p> <p>The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.</p> <p>The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:</p> <ul style="list-style-type: none"> - Tile sample. - Brick sample. - Light fitting sample. - Scream panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer.
4.12.2	Fabrication drawings that the contractor is to provide to the employer are:	None
4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:	<p>OFFICE FOR FOREMAN</p> <p>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.</p> <p>TELEPHONE</p> <p>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.</p> <p>OFFICE FOR INSPECTOR OF WORKS</p> <p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>An office constructed of 15 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p> <p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>

<p>SHED</p> <p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>	<p>4.14.6 The requirement for provision and erection of signboards are:</p> <p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>
<p>4.17.1 Requirement for the termination, diversion or maintenance of existing services:</p> <p>Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.</p>	<p>4.17.3 Services which are known to exist on the site:</p> <p>Investigate and provide detail drawings.</p>
<p>4.17.4 Requirement for detection apparatus</p> <p>None</p>	<p>4.18 ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</p>
<p>By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Tenderers are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderer and submitted with the other tender documents at the time of tender. Failure to do so which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderers are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p>	<p>4.22 WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</p> <p>[Provide list of applicable contractors]</p>