

SharePoint

Tsaulwayo Nkosiphendulo - ?



KZN HEALTH

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AdvertQuote



Quotation Advert

Opening Date: 2022-05-03

Closing Date: 2022-05-09

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: King Edward VIII hospital

Province: KwaZulu Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: King Edward VIII Hospital Maintenance

Date Submitted: 2022-04-29

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
KEV45/22

Item Category: Services

Item Description: New Aluminium Windows to Administration Building .Quotation is attached to advert please print it and bring it with you for briefing session so it can be stamped and signed, failure to do so will result in disqualification we are your PPE , no email are allowed.DEADLINE FOR PROJECT HAND OVER 31 MAY 2022

Quantity (If supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Briefing Session

Date : 2022-05-05

Time: 10H00

Venue: King Edward VIII Hospital outside Maintenance dept (workshop)

QUOTES CAN BE COLLECTED FROM: Quotation attached to advert

QUOTES SHOULD BE DELIVERED TO: King Edward VIII Hospital tender box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Mr. N. Tsaulwayo / Mr Sopika

Email:

Contact Number: 031 3603707/0313603465

Finance Manager Name: Mrs V. Mtshato

Finance Manager Signature:

No late quotes will be considered

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State Institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

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

2.3.1. If so, furnish particulars:

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Name of Bidder

.....
Signature

.....
Position

.....
Date

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

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

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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (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*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. 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.
- 6.2. **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.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. 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 take place.
- (ii) Date ____/____/____ Time ____:____ Place _____

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

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. 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.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. 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.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. 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.*
- 10.2. 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.*

TAX INVOICE

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

11. PATENT RIGHTS

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.

12. PENALTIES

- 12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 12.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 12.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 12.4. 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.

13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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:

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

- 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 applicable box

(Tick

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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 least 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/solo 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..... |

RENOVATIONS TO KING EDWARD HOSPITAL

BILL NO. 1
 C2.2 PRELIMINARY AND GENERAL

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

| | | UNIT | QUANTITY | RATE | AMOUNT |
|--|---|------|----------|------|--------|
| A6 | Payment and Related Matters (clause 6) F:..... V:..... T:..... | Item | | | |
| A7 | Quality and Related Matters (clause 7) F:..... V:..... T:..... | Item | | | |
| A8 | Risk and Related Matters (clause 8) F:..... V:..... T:..... | Item | | | |
| A9 | Termination of Contract (clause 9) F:..... V:..... T:..... | Item | | | |
| A10 | Claims and Disputes (clause 10) F:..... V:..... T:..... | Item | | | |
| <p>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1 Refer to the SCOPE OF WORK for detail requirements:</p> | | | | | |
| B1 | Scope F:..... V:..... T:..... | Item | | | |
| B2 | Normative references F:..... V:..... T:..... | Item | | | |
| B3 | Definitions F:..... V:..... T:..... | Item | | | |
| B4 | Requirements for construction and management F:..... V:..... T:..... | Item | | | |
| B4.1 | General F:..... V:..... T:..... | Item | | | |
| B4.2 | Responsibilities for design and construction F:..... V:..... T:..... | Item | | | |
| B4.3 | Planning, programme and method statements F:..... V:..... T:..... | Item | | | |
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| B4.4 | Quality assurance F:..... V:..... T:..... | Item | | | |
| B4.5 | Setting out F:..... V:..... T:..... | Item | | | |
| B4.6 | Management and disposal of water F:..... V:..... T:..... | Item | | | |
| B4.7 | Blasting F:..... V:..... T:..... | Item | | | |
| B4.8 | Works adjacent to services and structures F:..... V:..... T:..... | Item | | | |
| B4.9 | Management of the Works and site F:..... V:..... T:..... | Item | | | |
| B4.10 | Earthworks F:..... V:..... T:..... | Item | | | |
| B4.11 | Testing F:..... V:..... T:..... | Item | | | |
| B4.12 | Materials, samples and fabrication drawings F:..... V:..... T:..... | Item | | | |
| B4.13 | Equipment F:..... V:..... T:..... | Item | | | |
| B4.14 | Site establishment F:..... V:..... T:..... | Item | | | |
| B4.15 | Survey control F:..... V:..... T:..... | Item | | | |
| B4.16 | Temporary works F:..... V:..... T:..... | Item | | | |
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| B4.17 | Existing services F:..... V:..... T:..... | Item | | | |
| B4.18 | Health and safety F:..... V:..... T:..... | Item | | | |
| B4.19 | Environmental requirements F:..... V:..... T:..... | Item | | | |
| B4.20 | Alterations, additions, extensions and modifications to existing works F:..... V:..... T:..... | Item | | | |
| B4.21 | Inspection of adjoining structures, services, buildings and property F:..... V:..... T:..... | Item | | | |
| B4.22 | Attendance on nominated and selected subcontractors F:..... V:..... T:..... | Item | | | |
| SECTION C: SCOPE OF WORK in accordance with SANS 10403 <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1-2004)</i> | | | | | |
| C1 | Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:..... | Item | | | |
| C2 | Agrément certificates - CLAUSE 4.5 F:..... V:..... T:..... | N/A | | | |
| C3 | Other services and facilities - CLAUSE 4.8 F:..... V:..... T:..... | Item | | | |
| C4 | Recording of weather - CLAUSE 5.2 F:..... V:..... T:..... | Item | | | |
| C5 | Management meetings - CLAUSE 5.3 F:..... V:..... T:..... | Item | | | |
| C6 | Daily records CLAUSE 5.6 F:..... V:..... T:..... | Item | | | |
| C7 | Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:..... | Item | | | |
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| C8 | Permits - CLAUSE 5.9 F:..... V:..... T:..... | Item | | | |
| C9 | Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:..... | Item | | | |
| SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1) | | | | | |
| D1 | Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:..... | Item | | | |
| D2 | The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:..... | Item | | | |
| D3 | The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:..... | Item | | | |
| D4 | Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:..... | Item | | | |
| D5 | Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:..... | Item | | | |
| D6 | Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:..... | Item | | | |
| D7 | Telephone - CLAUSE 4.14.3 F:..... V:..... T:..... | Item | | | |
| D8 | Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:..... | Item | | | |
| D9 | Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:..... | Item | | | |
| D10 | Sheds - CLAUSE 4.14.3 F:..... V:..... T:..... | Item | | | |
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| D11 | Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:..... | Item | | | |
| D12 | Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:..... | Item | | | |
| D13 | Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:..... | Item | | | |
| D14 | Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:..... | Item | | | |
| D15 | Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:..... | Item | | | |
| SECTION E: SPECIFIC PRELIMINARIES | | | | | |
| <u>Section E contains Specific Preliminary Items which apply to this contract except where "N/A" (Not Applicable) appears against the Item.</u> | | | | | |
| E1 | PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:..... | Item | | | |
| E2 | OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:..... | Item | | | |
| E3 | AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:..... | Item | | | |
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| SECTION E: SPECIFIC PRELIMINARIES | | UNIT | QUANTITY | RATE | AMOUNT |
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| E4 | <p>SITE INSTRUCTIONS</p> <p>Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E5 | <p>LABOUR RECORD</p> <p>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.</p> <p>F:..... V:..... T:.....</p> <p><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i></p> | Item | | | |
| E6 | <p>PLANT RECORD</p> <p>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E7 | <p>NON CESSION OF MONIES</p> <p>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E8 | <p>SECTIONAL COMPLETION</p> <p>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E9 | <p>LOCAL LABOUR</p> <p>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| E10 | <p>IMPORT PERMITS AND DUTIES</p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E11 | <p>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of additional items.</u></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E12 | <p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>E12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p><u>E12.1 b Employment requirements</u></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p><u>E12.1 c Labour rate and payment intervals</u> The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD <u>E12.2 a Labour Intensive Construction (LIC) method</u> On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p><u>E12.2 b Labour Intensive Construction Method</u> Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP, "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>E12.4 EPWP REPORTING as per EPWP DATA FORM At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>E12.5 EPWP PROMOTION 12.5.1 EPWP signage board EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>12.5.2 Branding of labour apparel Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both Item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>E12.6 COMMUNITY LIAISON OFFICER (CLO) <u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u> In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications | | | | |
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| <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>E12.7 SKILLS DEVELOPMENT ON SITE</p> <p>Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises</p> <p>Tenderers are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>TENDERER'S TO NOTE CONDITIONS</p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p>CO-ORDINATION</p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p>ATTENDANCE</p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p>E12.9 EPWP CONTRACT FOR LABOUR</p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| <p>E12.10 EPWP SCOPE of WORK Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p>Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
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| E13 | <p>HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)</p> | | | | |
| E13.1 | <p>Provide and maintain a condom dispenser in terms of Clause 5.1a)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.2 | <p>Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.3 | <p>HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;</p> <p>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.4 | <p>Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E13.5 | <p>Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).</p> <p>F:..... V:..... T:.....</p> <p><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i></p> | Item | | | |
| E14 | <p>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E15 | <p>NOTICE BOARD, SITE OFFICE, ETC. Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E16 | <p>IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (<i>Refer to T2.14 - Schedule of Imported Materials and Equipment</i>).</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E17 | <p>CONTRACT DOCUMENTS The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Biding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| | Carried forward to collection | | | | |

| | | UNIT | QUANTITY | RATE | AMOUNT |
|-----|--|------|----------|------|--------|
| E18 | <p>GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E19 | <p>TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E20 | <p>EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E21 | <p>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E22 | <p>VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E23 | <p>COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E24 | <p>ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| | Carried forward to collection | | | R | |

| | | UNIT | QUANTITY | RATE | AMOUNT |
|-----|--|------|----------|------|--------|
| E25 | <p>SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E26 | <p>PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>F:..... V:..... T:.....</p> | Item | | | |
| E27 | <p>Management of Water</p> <p>Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.</p> | | | | |
| | Carried forward to collection | | | | |

SECTION 1

SUMMARY – PRELIMINARY & GENERAL

| Collection | Page No. | Amount | |
|----------------------------------|----------|--------|--|
| | 1 | R | |
| | 2 | R | |
| | 3 | R | |
| | 4 | R | |
| | 5 | R | |
| | 6 | R | |
| | 7 | R | |
| | 8 | R | |
| | 9 | R | |
| | 10 | R | |
| | 11 | R | |
| | 12 | R | |
| | 13 | R | |
| | 14 | R | |
| | 15 | R | |
| | 16 | R | |
| | 17 | R | |
| Carried forward to Final Summary | | R | |

Section No. 1
 Preliminary & General
 Summary

| Item No. | Description | Unit | Quantity | Rate | Amount |
|----------|--|------|----------|------|--------|
| | <p><u>SECTION NO.2</u> <u>BILL NO.1 : ALTERATIONS (PROVISIONAL)</u></p> <p>The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>General:</p> <p>Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants of the building and adjoining premises and their tenants. The contractor shall provide proper protection and erect and remove, when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>The contractor shall take all precautions to prevent any nuisance from dust whilst carrying out the work. The contractor is to provide water and supply same by sprinkling with a hose or other approved means to prevent or allow any nuisance arising from dust, etc., during all demolition work.</p> <p>The contractor shall ensure that all work and movement of workers is strictly controlled to ensure the absolute safety of the staff and the public at all times. Risk assessments are to be carried out regularly and reported to the principal agent. The requirements of the Health & Safety Act are to be complied with in all aspects.</p> <p style="text-align: right;">Carried forward</p> | | | | |
| | <p>Section No.2 Bill No.1 Alterations</p> | | | R | |

Brought forward

The contractor's attention is specifically drawn to the correct removal and disposal of all the different materials, in particular materials that can affect the health and welfare of people, in a manner that will not negatively affect the environment.

required, unless otherwise stated, to match new materials to existing.

Protection of equipment:

In taking down and removing existing work the uttermost care shall be observed to prevent any structural or other damage to remaining portions of the building and the contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during alteration work.

The contractor shall ensure that all client's equipment and furniture is protected from damage and dust during this process by covering with plastic sheet screens and all other means required.

Unless otherwise stated, the contractor shall not remove or interfere with any furniture, fittings or similar articles belonging to the employer and/or their staff without proper prior consultation.

The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so.

Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered and notice shall be given to the principal agent if and when disconnection or alterations become necessary.

Materials from the alterations, credit , etc.:

Carried forward

R

R

Brought forward

Materials of value from the roof, windows, door and others are to be handed over to the clinic. Unless otherwise described all other materials in demolitions instructed to be removed, by drawings, specifications, instructions or other direction from the client's agents, are to become the property of the contractor and are to be removed from site.

Where materials arising from the demolitions and alterations are to become the property of the contractor, the tenderer may allow a credit for the same as provided for on the final summary page, if applicable to this contract. These materials including all rubbish and debris shall be immediately carted away and the site left clean and unencumbered. No old bricks from the demolitions are to be re-used for any new brickwork.

Materials described as 'set aside for re-use' shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or fixing shall be made good at the contractor's expense.

The contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations.

Making good damaged work:

The contractor shall make good in all trades to existing and adjacent work where damaged or disturbed through the alterations with all necessary new materials to match existing and leave complete and perfect in every respect.

Building up openings:

Descriptions of building up existing openings where given in number shall be deemed to include preparing existing surfaces all round, brickwork or blockwork properly toothed and bonded to existing, making good in drywall partitions, wedging up and pinning and making good finishes on both sides as described.

Carried forward

Section No.2
Bill No.1
Alterations

R

R

| Brought forward | | | R |
|--|--|-----|----|
| <p>Fibre cement roof coverings to be removed and carefully disposed by an accredited specialist contractor according to the legislative framework of the Republic of South Africa.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>REMOVALS</u></p> <p><u>Removal of doors, windows, fittings, etc</u></p> | | | |
| 1 | <p>Take out and remove windows, including frame, varying in size and make good walls for new windows</p> | No. | 38 |
| Carried to summary | | | R |
| <p>Section No.2 Bill No.1 Alterations</p> | | | |

| Item No. | Description | Unit | Quantity | Rate | Amount |
|----------|--|------|----------|------|--------|
| | <p><u>SECTION NO.2</u> <u>BILL NO.2 : WATERPROOFING</u></p> <p>The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Guarantee:</u></p> <p>The manufacturer of waterproofing materials shall comply with ISO9002 Quality Management System. Sheeting shall be laid in strict accordance with the manufacturer's specifications by an approved contractor. A written and approved five year guarantee of siteworkmanship and watertightness shall be issued after final inspection of roofs by the manufacturer</p> <p><u>SEALING STRIPS, JOINT SEALANTS, ETC</u></p> <p><u>Polyurethane sealant:</u></p> | | | | |
| 1 | Around windows | m | 212 | | |
| | Carried to summary | | | | R |
| | Section No.2 Bill No.2 Waterproofing | | 23 | | |

| Item No. | Description | Unit | Quantity | Rate | Amount |
|--|---|------|----------|------|--------|
| <u>SECTION NO.2</u> <u>BILL NO.3 : METALWORK</u> | | | | | |
| The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates | | | | | |
| <u>ALUMINIUM WINDOWS, DOORS, ETC</u> | | | | | |
| <u>GLAZED ALUMINIUM WINDOWS</u> | | | | | |
| <u>Aluminium Windows:</u> | | | | | |
| 1 | Aluminium window, size 2430 x 1230mm high | No. | 2 | | |
| 2 | Aluminium window, size 1070 x 1930mm high | No. | 24 | | |
| 3 | Aluminium window, size 960 x 1890mm high | No. | 9 | | |
| 4 | Aluminium window, size 970 x 1220mm high | No. | 1 | | |
| <u>CURTAIN WALLS, SHOPFRONTS, ETC</u> | | | | | |
| <u>Aluminium Shopfront:</u> | | | | | |
| 5 | Aluminium shopfront, size 960 x 1890mm high | No. | 2 | | |
| Carried to summary | | | | | R |
| Section No.2 Bill No.3 Metalwork | | 24 | | | |

| Item No. | Description | Unit | Quantity | Rate | Amount | |
|---|--|------|----------|------|--------|--|
| SECTION NO.2 | | | | | | |
| BILL NO.4 : PROVISIONAL SUMS | | | | | | |
| <p>The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates</p> | | | | | | |
| General | | | | | | |
| <p>Where stated, the contractor may allow for profit if required</p> | | | | | | |
| <p>The item 'attendance' which follows each provisional sum for nominated/ selected subcontracters' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/ selected subcontractors.</p> | | | | | | |
| WALLPAPER | | | | | | |
| Wallpaper to Architect's choice | | | | | | |
| 1 | Allow and amount of R 110 000.00 for wall paper to boardroom walls | Item | 1 | | | |
| 2 | Profit | Item | 1 | | | |
| 3 | Attendance | Item | 1 | | | |
| Carried forward | | | | | R | |
| <p>Setion No.2 Bill No.4 Provisional Sums</p> | | | | | | |
| 25 | | | | | | |

| Bill No. | Trade name | Amount |
|----------|--|--------|
| | <u>Section 1</u> | |
| 1 | Preliminaries | |
| | Section total | |
| | <u>Section 2</u> | |
| 1 | Alterations | |
| 2 | Waterproofing | |
| 3 | Metalwork | |
| 4 | Provisional Sums | |
| | Section total | |
| | Sub-total | |
| | Add: Contingencies at 10% | |
| | Sub-total | |
| | Add: Value Added Tax at 15% | |
| | TOTAL CARRIED TO FORM OF TENDER | |





KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Physical Address: Block 1, Townhill Office Park, Townhill hospital, 35 Hyslop Road, Pietermaritzburg
Postal Address: Private Bag X9051, Pietermaritzburg, 3200
Tel: 033 940 2613 Tia.Kats@kznhealth.gov.za

**SUBJECT: SPECIFICATION: KING EDWARD HOSPITAL: NAME CHANGE:
ALUMINIUM WINDOW SPECIFICATION**

WINDOWS

| ITEM | SPECIFICATION | PHOTO |
|---|--|--|
| Windows be replaced as per existing | Bronze powder coated aluminium frame with 6,38 safety laminated glazing to comply to be appropriately marked and comply with SANS 10400 Part N |  |
| Feature window replaced with shopfront <i>including security offices at entrance</i> | Bronze powder coated aluminium frame with 6,38 safety laminated glazing to comply to be appropriately marked and comply with SANS 10400 Part N |  |

