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SharePoint Gcaba Mbuso -KWAZULU-NATAL PROVINCE **KZN Health Intranet** Search this site KZN HEALTH HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES KZN Health > Components > Supply Chain Management AdvertQuote KWAZULU-NATAL PROVINCE **Quotation Advert** Opening Date: 2022-10-05 Closing Date: 2022-10-19 0 Closing Time: 11:00 **INSTITUTION DETAILS** . Institution Name: V Ugu district office Province: KwaZulu-Natal Department or Entity: Department of Health Division or section: Central Supply Chain Management Place where goods / services is required **UGU EMS Date Submitted** 2022-10-04 0 ITEM CATEGORY AND DETAILS **Quotation Number:** ZNQ: ZNQ/UGU/0119/22-23 Item Category: V Goods Item Description: SUPPLY AND INSTALL SLIDING GATE FOR BUSES ENTRANCE HEIGH1.8 BREADTH 5.07M CIDB REGISTRATION:ME1 Quantity (if supplies) **COMPULSORY BRIEFING SESSION / SITE VISIT** Select Type: V Compulsory Site Visit Date: 2022-10-12 Time: 11H00 Venue: MARBURG EMS NO.2 OSCAR NERO ROARD **QUOTES CAN BE COLLECTED FROM:** PRINT & BRING OWN DOCUMENT DO 41 BISSET STREET UGU HEALTH DISTRCIT OFFICE PORT SHEPSTONE **QUOTES SHOULD BE DELIVERED TO: ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:** Name: MBUSO GCABA Email: **Contact Number:** 039 6883065

No late quotes will be considered

MR RS GOVENDER

**Finance Manager Name:** 

Finance Manager Signature:

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DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

## RECEPTION AREA

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.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)

#### THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

- QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.
- QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY

		LLOWING PARTICULARS MUST BE FURNIS SO MAY RESULT IN YOUR QUOTE BEING D	
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODENUMBER	FACSIMILE NUMBER	CODENUMBER
CELLPHONE NUMBER		UGU HEALTH DISTRICT OFFICE	noordept <sup>i</sup> s
E-MAIL ADDRESS		41.BISSETT.STREET	
VAT REGISTRATION NUMBER (If VAT vendor) .			VE.
		TEL: 039 688 3000 FAX: 039 688 3055	

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Page 1 of 6

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OFFICIAL F	PRICE PAGE	FOR QUOTATIONS OVER R30	0 000	QUOTE NUM	MBER:	<u>o. A.</u>	
ESCRIPTI	ION:		. X, E				
ICNATUR			K.	Q. DATE		1,814	
By signing	this documen	t, I hereby agree to all terms and	d conditions	DATE			
			r.				
APACITY	UNDER WHI	CH THIS QUOTE IS SIGNED					
Item No	Quantity	Description		Brand &	Country of	Price	
				model	manufacture	R	C
	01	SUPPLY AND INSTALL	SLIDING GA	ATE			
		FOR EMS BASES					
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		REQUIREMENTS					+
	191	CSD FULL REPORT, TA	Y CLEARAN	JCE JCE			-
		BBBEE CERTIFICATE	X OLLAIVAI	NOL			+
VALUE AI	DDED TAX @	15% (Only if VAT Vendor)					+-
		RICE (VALIDITY PERIOD 60 D	avs)				+
			• •				
Does This C	Offer Comply	With The Specification?	Does The	e Article Conform To The S.	A.N.S. / S.A.B.S. Spec	ification?	
s The Price	Firm?		State De	livery Period, e.g., 1day, 1w	reek		
Enquiries	regarding th	ne <u>quote</u> may be directed to:		Enquiries regarding tecl	hnical information ma	ay be directe	d to:
Contact Pe	erson. MBL	JSO GCABA <sub>Tel:</sub> 0396	883065				
	dress:			Contact Person: GRAN	T DONNELLY Tel:	0396883	042
⊏-IVIAII A00							

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#### BIDDER'S DISCLOSURE

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	PURPUSE	USIDE	FURIV

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.

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

#### 2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2.	Do you, or any person connected with the bidder, have a relationship with any person who is emp	loyed 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

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

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

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

#### **GENERAL CONDITIONS OF CONTRACT**

#### 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

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- 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, 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) 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, 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 ferninine 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 price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest 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 for fulfil their obligation.

#### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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- 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 two 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 disqua	alified from the evaluation process.
(i)	The institution has determined that a compulsory site meeting	take place
(ii)	Date Time Place	
Institu	ution Stamp:	Institution Site Inspection / briefing session Official
		Full Name:
		Signature:
9		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. TAX COMPLIANCE REQUIREMENTS

- 9.1. 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.
- 9.2. 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.

#### 10. TAX INVOICE

- 10.1. 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;

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- (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.

#### 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
- 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 DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.



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**Enquires:** 

---- Reference: ZNQ:

---- Date:

## **MINUTES OF SITE MEETING HELD ON:**

Date:

ZNQ:

Venue:

#### 1. Matter Discussed:

- 1.1. Signing of attendance register and site inspection briefing certificate.
- 1.2. Handing out of quotation documents.
- 1.3. Completion of quotation documents.
  - 1.3.1. SBD 4
  - 1.3.2. SBD 6.1
  - 1.3.3. Form 9
  - 1.3.4. Bill of Quantities
- 1.4. Submission of required information.
  - 1.4.1. Documents as per page 3 of the specification.
- 1.5. Site visit and deliberations on specifications and requirements.
- 1.6. Bidders are compelled to re-visit the site for one-on-one clarification of measurements and requirements. Post Site Inspection Briefing certificate to be signed on day of re-visit.
- 1.7. No part payments will be made and any stage of the project.
- 1.8. No payment will be made for incomplete or poor quality of work.
- 1.9. Material list page to be completed for all quotation documents. Failure to attach signed and completed document will render the quotation as not valid.
- 1.10. Past poor performance of contractors.
  - 1.10.1. Contractors that have performed poorly in the past will not be considered.
  - 1.10.2. Contractors that have not completed previous projects fully will not be considered.
  - 1.10.3. Contractors will be referred to National Treasury as a defaulter to be listed on the Database of Restricted Suppliers.

I,, from	do hereby
(Print Name)	(Name of Business)
acknowledge that I have read and unders	tand the items discussed as laid out above and
will ensure that the quotation price subm stipulated.	itted will address all the requirements as
	/
Signature	Date

Bidders Signature: .....

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ZNQ:

2. General matters during site visit:



# CERTIFICATE OF BIDDERS ATTENDANCE AT COMPULSORY SITE INSPECTION BRIEFING MEETING

## **Wathurg HWS**

QUOTATION NO.	DESCRIPTION	V	SITE INSPECTION DATE
ZNQ	Install Sliding Gate at Marburg	g EMS	
A representat	fy that Iive of (Bidder)		
Telefax No.: Attended the	: Pre-Bid Site Briefing Meeting on (d	date)	
(Marlburg &)			
BIDDERS REP	RESENTATIVE		
DEPARTMENT	REPRESENTATIVE		
DEPARTMI	ENTAL STAMP:		

Bidders Signature: .....

#### **CLOSING DATE:**

Your quotation must be submitted to the following address:  HAND DELIVERED	
HAND DELIVERED	
DELIVERED	

- 3. The quotation shall be fully detailed as follows:
  - 3.1 Itemised list of additional Material/Spare parts required by the Contractor, showing costs and contracts mark-up.
  - 3.2 Labour hours, rate and total travelling costs.
  - 3.3 Kilometres, Rate and Total Travelling Cost (specify number of trips).
  - 3.4 Subsistence: Number of Days, Rate and Total Subsistence Costs.
- 4. Kindly complete the attached document and return all pages as per paragraph two above, each page being initialled by the Contractor's authorized signatory.
- 5. The Contractor's attention is drawn to the following, which under no circumstances will be acceptable and will result in the automatic disqualification of the quotation.
  - 5.1 Use of correcting fluid i.e. Tippex on the quotation documents.
  - 5.2 Faxed quotations
  - 5.3 Photocopies of quotations
  - 5.4 Incomplete quotation document including Bill of Quantities.
- 6. Only the original document, duly signed and completed in its entirety will be given any consideration.
- Bidder to sign and date every page in acknowledgment that he/she has read and understood all
  the requirements contained in this document. Failure to do so will render your offer as nonresponsive.

ZNQ:

Bidders Signature: .....

#### **DOCUMENTATION TO BE SUBMITTED**

No	Dogument Details		Submitted	
No.	Document Details	Doc. Type	Yes	No
1.	Tax Clearance Certificate	Original		
2.	CIDB Registration <b>ME 1</b>	Certified Copy of Original		
3.	Company Registration Documents (CK)	Certified Copy of Original		
4.	B-BBEE Status Verification Certificate	Certified Copy of Original		
5.	Fully Completed and Signed Quotation Document	Original		
6.	SBD 4 Document Declaration Of Interest (Fully completed and signed)	Original		
7.	Bill of Quantities (fully priced for each item as listed)	Original		
8.	CSD	Certified Copy of Original		
9.	Registration with Department of Labour Letter of Good Standing.	Certified Copy of Original		

PLEASE NOTE: FAILURE TO SUBMIT ANY OF THE DOCUMENTS AS REQUIRED IN THE TABLE ABOVE WILL RESULT IN THE OFFER BEING REGARDED AS NON-RESPONSIVE.

A COVERING LETTER REFERRING TO THE

DOCUMENT WHERE A SET OF THESE DOCUMENTS

HAVE BEEN ATTACHED MUST BE ATTACHED TO

EVERY OTHER QUOTATION DOCUMENT.

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ZNQ:	Bidders Signature:

#### GENERAL CONDITIONS AND PROCEDURES FOR PROCUREMENT 1.1

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The KwaZulu-Natal Treasury's General Conditions and Procedures for Procurement (ZNT 6 + 76) September 2002), copies of which are available from the offices of the Head: Works (as well as at http://www.kzntreasury.gov.za), will apply.

#### 1.2 **VISIT TO SITE**

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

#### 1.3 SUPERVISION

The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the contractor, who will be able and authorized to receive and carry out instructions on behalf of the contractor. A sufficient number of workers shall be employed at all times to ensure satisfactory progress of the work.

#### 1.4 PROTECTING AND MAKING GOOD

The contractor shall allow for covering up and protecting, as necessary, from time to time, throughout the performance of the contract, all work liable to suffer damage and on completion clear away and make good any damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage, to the satisfaction of the Head: Works.

The contractor shall allow for making good in all surrounding trades, which have been disturbed during alterations, repairs and renovations.

#### 1.5 RECLAIMABLE MATERIAL

Reclaimable material will become the property of the contractor and who must allow for any credit in the quotation.

#### COMPLIANCE 1.6

All work must comply with the Local Authority regulations and National Building Regulations, as well as SABS specifications applicable to the work to be executed.

#### 1.7 **LEAVE PERFECT**

The contractor shall at all times keep the site in a clean and tidy condition and on completion, remove all superfluous materials, debris, etc. and leave the premises in a thoroughly clean and perfect state, fit for occupation.

#### 1.8 ARRANGEMENT WITH OCCUPANTS

The contractor shall arrange with the occupants of the buildings for access to the site/building to render the service and put the work in hand within twenty four (24) hours after being notified, telephonically or otherwise, of acceptance of the contractor's quotation.

#### 1.9 PRECAUTIONS TO PROTECT

The contractor shall take all necessary precautions and steps to protect furniture and fittings in the building and on the site against damage and/or contamination.

#### 1.10 **INDEMNITIES**

- The contractor shall indemnify the Head: Works against any claims of whatever nature (a) arising from the contractor's activities and accept responsibility for all damage caused to property and persons as a result of such activities.
- (b) The contractor shall indemnify his workers in terms of the Compensation for Occupational Injuries and Diseases Act.

#### 1.11 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

By the submission of a quotation, any Tenderer will, if awarded the contract to which this quotation document relates, be deemed to be a mandatory as envisaged by Section 37(2) of the Act. As a mandatory the successful Tenderer will be deemed to be 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 project to which this quotation document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the successful Tenderer, for whatever reason be unable to perform as required by the Act, the successful Tenderer undertakes to inform the Employer accordingly.

#### 1.12 ESCALATION

Bidders are advised that the contract with the successful tenderer will not be subject to the Contract Price Adjustment Provisions (CPAP) or any other escalation formula, and they are therefore to allow for any increases in the costs of labor, material, transport, etc. However, any statutory increase or decrease in Value-Added Tax will be for the account of the Province.

#### 1.13 GUARANTEE

The successful tenderer shall guarantee that no faulty material or workmanship was used in the execution of services. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the services be repaired without cost to the State.

#### 1.14 PENALTIES

If the contractor fails to render the service within the period stipulated in the contract, the State shall have the right, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent thereof per calendar day for the period of delay or to claim any damages or loss suffered in lieu of such penalty: provided that where beneficial use of the completed portion is enjoyed, penalty shall be applied to the value of the outstanding portion only.

#### 1.15 ALTERATIONS TO QUOTATION DOCUMENTS

Any amendment or correction in the quotation document of a quoted amount/sum/rate or other entry must be effected only by deleting the incorrect entry and writing the correct amount/sum/rate entry just above it in INK. Each and every amendment/correction must be initialed by the signatory to the quotation.

The use of "TIPPEX" or any other similar substances to make corrections and/or alterations ANYWHERE in the quotation is NOT permitted and any quotation altered/amended in such a manner may be declared invalid or be disregarded.

#### 1.16 REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE

- In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of Section 47 of the KwaZulu-Natal Procurement Act, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.
- If you wish to apply for registration, forms may be downloaded from the website, <a href="http://www.kzritreasury.cjow.za">http://www.kzritreasury.cjow.za</a> or obtained by phoning the toll free number 0800 201 049. This number is also available for general enquiries relating to Provincial procurement.
- If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have:
  - de-register the supplier from the Database,
  - 3.2 cancel a tender or a contract awarded to such supplier,

and the supplier would become liable for any damages if a less favorable quotation is accepted or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Provincial Suppliers Database, relating to changed circumstances.

#### 1.17 VALIDITY

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This quotation shall be valid for a period of sixty (60) calendar days calculated from the closing time specified. 10 e 1817

#### 1.18 **CONTRACT PERIOD**

The work shall be completed within twenty one days (21) from the date of the official order/letter of acceptance.

#### 1.19 **PROPRIETARY MATERIALS**

Where the term "or other approved" is used in connection with proprietary materials or articles it is to be understood that approval shall at the sole discretion of the Head: Works.

Where brand or trade names are referred to in the extent of work/specification these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless the authority of the Head: Works has been obtained before tenders close.

In all cases where the contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product he shall do so in strict accordance with the manufacturer's instructions after consultation with the manufacturer or his duly authorized representative.

#### 1.20 **DEFINITION OF APPROVED, ETC.**

The term "approved" or "specified" where used in these extent of work/specifications shall mean approved or specified by the Head: Works. This term shall apply equally to the Head: Health.

Bidders Signature: .....



# UGU HEALTH DISTRICT OFFICE HEALTH AND SAFETY SPECIFICATION

## **OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993**

## **EXTRACT FROM THE CONSTRUCTION REGULATIONS**

- 1. Scope: This specification details the health and safety requirement with the Works.
- 2. Interpretations: Construction work is defined as: any work in connection with:
  - a) The erection, maintenance, alteration, repair, demolition or dismantling of or addition to a building or any similar structure;
  - b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; or
  - c) The moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
- 3. <u>General:</u> The Employer will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

## Should the Contractor at any stage in the execution of the work-

- a) Fail to implement or maintain contractors' health and safety plan;
- b) Execute construction work which is not in accordance with contractors' health and safety plan; or
- c) Act in any way which may poses a threat to the health and safety of any person/s, the Employer or employers' representative/agent will stop the Contractor from executing construction work.

#### 4. General Requirements

- **4.1.** <u>First Aid Equipment</u>: The Contractor shall provide for its employees an approved first aid box. The first aid box to be checked weekly by a responsible person, who shall be appointed by the Contractor.
- 4.2. Reporting of incidents and /or injuries:
- 4.2.1. All incidents in respect of damage to Works, property or machinery or injury to persons, shall be reported by the Contractors Safety Officer or Site Representative to the Representative/agent by the quickest means possible.

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- 4.2.2. A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/agent within (24) hours of the occurrence of the incident.
- 4.2.3. The representative/agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative/agent with full facilities for carrying out such enquiries.
- **4.3.** <u>Danger Areas:</u> All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized person/s entering the danger area.
- **4.4.** <u>Hazard Notices:</u> The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.
- **4.5.** Personal Protective Clothing: The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

#### a) Hard Hats:

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. Hard hats shall not be painted or otherwise defaced.

## b) Eye Protection:

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc welding, cutting with oxyacetylene equipment of similar activities are taking place.

#### c) **Hearing Protection:**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are placed.

#### d) <u>Foot Wear:</u>

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

### e) Gloves:

All employees of the Contractors shall wear suitable gloves in all areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

**Machine Guarding:** All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

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#### 4.7. Ladders:

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- 4.7.1. Every ladder shall be:
  - Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders),

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- Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.
- 4.7.2. Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.
- 4.7.3. All ladders shall be inspected weekly and a log shall be kept of the inspections.

#### 4.8. **Scaffold Framework:**

- 4.8.1. Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.
- 4.8.2. No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.
- 4.9. Prevention of Uncontrolled Collapse: The Contractor shall ensure that no structure or part of a structure is loaded in a manner that would render it unsafe.

## 4.10. <u>Electrical Equipment and Procedures Used by the Contractor:</u>

- 4.10.1. All electrical equipment to be inspected regularly by a qualified electrician, who shall be appointed by the Contractor and inspections to be logged.
- 4.10.2. The Contractor shall ensure that all his electrical equipment conforms to the operational and safety requirements.
- 4.10.3. All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.
- 4.11. Indemnity of the Employer and his agents: The annexure to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No, 85 of 1993 which agreement shall be entered into and duly signed by both the Employer and Contractor prior to the commencement with work. A copy of the signed agreement shall be included in the Contractors health and safety plan.

## 4.12. Minimum Requirements of a Safety File

- 1. Health & Safety specifications.
- 2. Baseline risk assessment
- 3. Task based Risk Assessment
- 4. Approved SHE plan
- 5. Letter of good standing
  - 6. Contractors OHS Policy

- 7. Agreements as contemplated in Section 37(2) of the OHS Act
- 8. Notification of construction work
- 9. Construction work permit (where required)
- 10. Contractor organogram
- 11. Site specific emergency plan
- 12. Site specific emergency numbers
- 13. All Legal appointments applicable to the project
- 14. Safe work procedures
- 15. Certificates of electrical installations
- 16. Fall protection plan where applicable
- 17. Scaffold inspection records
- 18. Drawings and designs
- 19. All applicable letters of appointments and CV's thereof
- 20. List of contractor employees on site
- 21. List of appointed contractors on site
- 22. Equipment list
- 23. Inspection schedule and copies of inspection reports
- 24. Evacuation plans and emergency contact details
- 25. Training records
- 26. Toolbox talks register
- 27. Medical certificates of fitness
- 28. Incident management procedures
- 29. MSDS register & Documents
- 30. PPE Issuing records
- 31. Proof of communication of all relevant OHS documents
- 32. Up to date version of the OHS Act & Regulations

NB: this list is not exhaustive; the contractor must ensure compliance with ALL OHS file requirements as contemplated in CR 7(b)



# UGU HEALTH DISTRICT OFFICE TECHNICAL SPECIFICATION

#### **GENERAL**

- 1.1. This TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION, including the National Building Regulations SABS 0400 of 1990 as amended and the Occupational Health and Safety Act and Regulations, 85 of 1993.
- 1.2. Cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

#### 2. SCOPE

- 2.1. The work to be carried out under this contract includes the supply, delivery, installation, connecting, testing and leaving in good service condition to the satisfaction of the Head of Department or his or her designee, the building maintenance, renovations, repairs and minor new works to KwaZulu-Natal Health Institutions as specified by the Head of Department or his or her designee.
- 2.2. Work to be done as per drawing.
- 2.3. Material as specified below.
- 2.4. Work to be done according to Standard preambles of Trade of the Department of Health.
- 2.5. No jack hammers to be used unless cleared by Maintenance Manager.
- 2.6. If unsure please contact Maintenance Manager before commencing with the work.
- 2.7. No cutting off cables (electrical or network) if not cleared by Maintenance Manager. Contractor will be responsible if any cables are cut without permission.

#### 3. REFERENCES

3.1. Where references have been made to specific brand names, these are read as "OR OTHER APPROVED BY DEPARTMENT OF HEALTH, FACILITIES MANAGEMENT."

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#### **INSTALL SLIDING GATE AT MARBURG EMS**

## 3.2 PROJECT SPECIFICATIONS

#### 3.3 SCOPE OF CONTRACT

The contract is for the execution of the project indicated above.

#### 3.4 CONTRACT DRAWINGS

Supplied

#### 3.5 CONDITIONS OF CONTRACT AND PRELIMINARIES

#### 3.5.1 PERIOD OF CONTRACT

Three (3) Weeks as the Contract Period for the completion of the Work from date of Site Handover.

#### 3.5.2 CONTRACT GUARANTEE

The successful bidder will not be required to submit a contract guarantee.

#### 3.5.4 GUARANTEE PERIOD

The guarantee period for the completion of the Building work and all materials must be a minimum of <a href="https://doi.org/10.2016/nc.2016/n

#### 3.5.5 SITE AND MODE OF PROCEDURE

The work contained in this contract will be carried out on the site of the existing MARBURG EMS.

The Bidder is advised that the existing premises will be occupied throughout the period of the contract, and that the minimum amount of disruption to services is of the utmost importance.

Damage to the existing buildings-Bidders to note that any damages done or occurring to any of the buildings will be repaired at the expense of the contractor/Bidder.

The repairs must be to the satisfaction of the KZN Department of Health.

Bidders are advised to visit the site prior to tendering and to acquaint themselves with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim whatsoever will be allowed on the grounds of ignorance of the conditions under which the work will be executed.

#### 3.5.6 SATISFACTORY INSTALLATION

The whole of the installation shall be carried out in accordance with the South African Bureau of Standards code of Practice for the application of National Building Regulations, the KZNPA General Electrical Specification, ICASA, Telecommunications regulation, the South African Bureau of Standards Code of Practice for the Wiring of Premises sabs 0142 and the Occupational Health and Safety Act

#### 3.5.7 CERTIFICATE OF COMPLIANCE

#### 3.5.8 GENERAL

The Bidders/Contractors will be responsible for all masonry work associated with the electrical installation and making good of all work to the electrical installation. The patching and painting must be to the satisfaction of the KZN Department of Health.

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#### 4 TECHNICAL SPECIFICATIONS

#### **GENERAL**

The TECHNICAL SPECIFICATION shall be read in conjunction with all other sections of the SPECIFICATION and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

#### 5 SCOPE OF WORK

The work to be carried out under this contract includes the supply of all materials, including all labour to complete all work and leaving in service condition to the satisfaction of the Department of Health: KwaZulu-Natal.

The work comprises of:

- 5. Supply and install the following:
- 5.1 Hot dipped galvanised gate with support pillars
- 5.2 Hot dipped galvanised rail
- 5.2 Cutting of concrete
- 5.3 Cable sleeves
- 5.6 Concreting

#### **CONSTRUCT DRIVEWAY GATE WITH MOTOR**

- Construct mild steel galvanized gate motor stand (As per drawing). The frame shall comprise of 50.8mm x 50.8mm x 2mm hot dipped galvanized square tubing. SIZE: 5500mm x 1800mm high. Additional supports on either side (500mm high) to allow for razor wire and barbed wire. All holes pre drilled before galvanizing.
- 2. All vertical supports shall be 25.4mm x 25.4mm x 2mm hot dipped galvanized square tubing.
- 3. Wheels shall be 100mm in diameter.
- 4. Track shall consist of 40mmx 5mm angle iron with 16mm solid round bar welded on top. To be at least 10500mm long. L-shaped round bar/reinforcing rods912mm x 250mm long) to be welded to base of angle iron (500mm) apart. All hot dipped galvanised. Track is to be cast in 25Mpa concrete. Excavate 300mm deep x 300mm wide for concrete. Concrete shall finish flush with ground level.
- 5. Supply and install 2 off 75 x 75 x 3mm x 2900mm (to allow for razor wire )hot dipped galvanised poles cast in concrete. Upper end capped with 1.6mm thick pressed mild steel domed cap welded on. All hot dipped galvanised. Attach rollers to guide gate.
- 6. Supply and install 1 off 75 x 75 x 3mm x 2900mm (to allow for razor wire )hot dipped galvanised poles cast in concrete. Upper end capped with 1.6mm thick pressed mild steel domed cap welded on. All hot dipped galvanised. To be used as sliding gate stop with locking facility.
- 7. Supply and install 20mm PVC conduit/sleeve
  - 8. Ensure that gate is secure and vandal proof

GALVANISING OF STEELWORK: — All steel surfaces described to be galvanized are to Be thoroughly sand, grit or steel shot blasted to white metal in accordance with SANS Code of Practice 064 and fluxed ready for galvanising, and the completed unit is to be hot dip galvanized after fabrication in accordance with SANS Specification 763 for general applications on the relative thickness of metal.

The zinc coating shall be continuous and of even thickness over all surfaces entirely free of bare spots, dull, rough patches, blisters and other imperfections and shall show no signs of peeling. Where site welding has to be done, the welds are to be properly cleaned down and cold galvanized to the approval of the Department.

If requested by the Department, the manufacturer shall carry out tests to prove that the requisite mass / thickness of zinc coating is applied and that it is of uniform thickness. The tests shall be made by attaching a test piece of mild steel, approximately 250 x 25 x 6mm, by means of wire, to an article being galvanized, and subjecting the test piece to the same cleaning, fluxing and galvanising treatment as the article being galvanized, and at completion, the test piece tested by a method approved by the South African Bureau of Standards, the cost of which will be borne by the Contractor.

ZNQ: Bidders Signature: .....



## **SCOPE OF WORK**

#### **GENERAL**

1.1 Install Sliding Gate at Marburg EMS

#### **SCOPE OF WORK**

- a. The work to be carried out in terms of this section of the project comprises the supply and installation of all the materials necessary, as per the Bill of Quantities and Drawings.
- b. All work must be checked and approved by the Chief Works Inspector.
- c. All workmanship will be done fully in accordance of the Occupational Health and Safety Act 85/1993, as amended.
- d. All work to be carried out as per Department of Health Standard Preambles to all trades, Rev 3- January 2009.
- e. Contractors are advised to visit the site to acquaint themselves fully with the nature and full extent of the work involved. Claims on the grounds of insufficient information will not be entertained.
- f. Site to be cleared daily of building rubble and work area kept clean at all times.

PLEASE NOTE THAT THIS CONTRACT PERIOD IS FOR FOUR (4) WEEKS.
CONTRACTOR IS TO ENSURE THAT THEY HAVE STAFF IN PLACE TO COMPLETE THIS CONTRACT WITHIN THE STATED PERIOD.

Time require Lead Time: Site Time: Total Time:	d for completion of this contract as spe One (1) Week Three (3) Weeks Four (4) Weeks	ecified from receipt of official order: -	
Signature of	Contractor	Name of Contractors	
Contractor N	ame in block letters	Date	
	Contractors Stamp		

ZNQ: Bidders Signature: .....

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## **BILLS OF QUANTITIES**

## MARBURG EMS-INSTALL SLIDING GATE

Notes to Bidders: "All items to be priced fully inclusive of all charges, e.g. labour, scaffolding, materials, profit, Transport etc. including Value Added Tax.

Item	Description	Unit	Qty	Rate	Total
1	GATE				
1.1	Remove existing driveway gates (x2) for repositioning	Units	2		
1.2	Supply and install hot dipped galvanised sliding gate 5.5 meters long as per specifications and as per drawing by using specified materials including all steel, steel work to manufacture the sliding gate, gate support poles gate support rollers, 100mm heavy duty wheels and locking facilities. Top of gate is to be fitted with 3 strands of barbed wire and 500mm razor wire.	Unit	1		
1.3	Allow to trench ground to install hot dipped galvanised rail of 40 x 5mm angle iron with 16mm solid round bar welded onto top. To be at least 10500mm long. L-Shaped round bar/reinforcing rods (12mm) to be welded to base of angle iron.  Trench size: 300mm deep x 300mm wide.	m	10.5		
1.5	To concrete rail angle iron rail in ground with concrete strength of 25Mpa	m³	1		
1.6	Supply and install 20mm PVC Conduit in ground between poles. Looped at right side	m	6		
	REFER TO STANDARD PREAMBLES				

Bidders Signature: ..... ZNQ:

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## **CONTRACTORS STAFF AND SUPPLIERS INFORMATION FORM** To,

## Supplier information

Company name	Contact person	Telephone No.	Supplier of

## **Sup contractor information**

Company name	Contact person	Telephone No.	Sub contract for	Name of responsible person on site
	• 100			

## Contractor staff information as per registration with Department of Labour

<u>Name</u>	ID Number	Salary number	<u>Rank</u>	Qualification

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