



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 24/01/2023  
**Closing Date:** 31/01/2023  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Head Office Quotations  
**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Central Supply Chain Management  
**Place where goods/  
service is required:** Infrastructure Development  
**Date Submitted:** 24/01/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** ZNQ /1450/23  
**Item Category:** Services  
**Item Description:** Upgrade of Heat pumps at St Aidan's Hospital  
**Quantity (if supplies):** 01

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Compulsory Site Meeting  
**Date:** 26 January 2023  
**Time:** 11H00  
**Venue:** St Aidan's Hospital

**QUOTES CAN BE COLLECTED FROM:** KZN HEALTH WEBSITE

**QUOTES SHOULD BE DELIVERED TO:** 310 Jabu Ndlovu street, Old boys model, Quotation Tender Box

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Miss Nolwazi Mthembu  
**Email:** Nolwazi.Mthembu1@kznhealth.gov.za **Contact number:** 033-815 8411

**Finance Manager Name:** Mrs E.N Maphumulo **Finance Manager Signature**

**STANDARD QUOTE DOCUMENTATION OVER R30 000.00**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: DEPARTMENT OF HEALTH- CENTRAL SCM  
 DATE ADVERTISED: 24/01/2023 CLOSING DATE: 31/01/2023 CLOSING TIME: 11:00  
 FACSIMILE NUMBER: E-MAIL ADDRESS: Quotations.scmho@kznhealth.gov.za  
 PHYSICAL ADDRESS: 310 Jabu Ndlovu street, Pietermaritzburg, 3200

QUOTE NUMBER: ZNQ / HOH / 1450 / 23

DESCRIPTION: Upgrade of heat pumps at St Aidan's Hospital

CONTRACT PERIOD: Once off (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

310 JABU NDLOVU STREET, PIETERMARITZBURG, 3200, SCM OFFICES

**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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER .....  
 POSTAL ADDRESS .....  
 STREET ADDRESS .....  
 TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE .....NUMBER.....  
 CELLPHONE NUMBER .....  
 E-MAIL ADDRESS .....  
 VAT REGISTRATION NUMBER (if VAT vendor) .....

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  YES  NO  
**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

DESCRIPTION: Upgrade of heat pumps at St Aidan's Hospital

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	Upgrade of heat pumps at St Aidan's Hospital				
		CIDB grading 1ME is compulsory				
		NB: Specification attached				
		Compulsory Site Inspection				
		Venue: St Aidan's Hospital				
		Date: 26 January 2023 @ 11H00				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered:310 Jabu Ndlovu street,old boys Model,Quotation tender box Or email to Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: <u>Nolwazi Mthembu</u> Tel: <u>033-815 8411</u></p> <p>E-Mail Address: <u>Nolwazi.Mthembu1@kznhealth.gov.za</u></p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: <u>Mandla Maqalekane</u> Tel: <u>033-940 2529</u></p>
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**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

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

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

Full Name	Identity Number	Name of State Institution

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

2.2.1. If so, furnish particulars: .....

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

2.3.1. If so, furnish particulars: .....

**3. DECLARATION**

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

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

..... <b>Name of Bidder</b>	..... <b>Signature</b>	..... <b>Position</b>	..... <b>Date</b>
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<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

### 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  will  take place
- (ii) Date 26 / 01 / 2023 Time: 11 : 00 Place St Aidan's Hospital

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.**

## 11. TAX INVOICE

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

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

## 12. 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.

## 13. PENALTIES

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.

## 14. TERMINATION FOR DEFAULT

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.

## 15. 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:

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

- 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;



9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

<b>WITNESSES</b>
1. ....
2. ....

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>
<b>DATE:</b> .....
<b>ADDRESS</b> ..... ..... .....

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**BILLS OF QUANTITIES**

with GCC for Construction Works - Second Edition 2010

**RETURNABLE DOCUMENT**  
ONE VOLUME APPROACH

**St Aidan's hospital: Upgrade of heat pumps**

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**Project Manager**

Mr. M.V. Maqalekane  
X 9051  
PIETERMARITZBURG  
3200  
033 - 940 2529 - Tel Number  
N/A - Fax Number  
mandla.maqalekane@kznhealth.gov.za

Tel Number: 033 - 940 2529

Fax Number:

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Tender Number:

CIDB Grading: 1ME

ECDP Number: N/A

Project Code:

Document Date: As Per Tender Advert

Contract Period: 120 Calendar days

Contracting Party: \_\_\_\_\_

CIDB Registration number: \_\_\_\_\_

Central Suppliers Database Registration Number: \_\_\_\_\_

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF HEALTH**



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**BILLS OF QUANTITIES**

**FOR**

**St Aidan's hospital: Upgrade of heat pumps**

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**0**

Mr M.V. Maqalekane  
X 9051  
Pietermaritzburg  
3200  
Tel Number 0339402529  
Fax Number N/A  
mandla.maqalekane@kznhealth.gov.za

Tel Number: 033 - 940 2529  
Fax Number:

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**Tender Number:**

**CIDB Grading:** 1ME

**ECDP Number:** N/A

**Project Code:**

**Document Date:**

—  
As Per Tender  
Advert

**St Aidan's hospital: Upgrade of heat pumps**



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**THE TENDER**

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### IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderer herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Health, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

**No alternative Tenders will be accepted.**

**The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21**

"Enterprise" shall mean the legal Tendering Entity or Tenderer who, on acceptance of the Offer, would become the contractor"



**KWAZULU-NATAL PROVINCE**  
HEALTH  
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**St Aidan's hospital: Upgrade of heat pumps**

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**THE TENDER**



**St Aidan's hospital: Upgrade of heat pumps**

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**PART T1. - TENDER PROCEDURES**





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**St Aidan's hospital: Upgrade of heat pumps**

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**T1.1 - TENDER NOTICE AND INVITATION TO TENDER**

<b>T1.1 TENDER NOTICE AND INVITATION TO TENDER</b>			
<b>THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:</b>			
<b>Project title:</b>	<b>St Aidan's hospital: Upgrade of heat pumps</b>		
<b>Tender no:</b>	<b>0</b>	<b>Project Code:</b>	
<b>Advertisement date:</b>	<b>To be determined</b>	<b>Closing date:</b>	<b>As Per Tender Advert</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>120 Calender Days</b>

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

It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of *(N/A)* and satisfy the criterion stated in the Tender Data. *(Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises)*  
 All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered if "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

**Only Tenderder's who are responsive to the following responsiveness criteria are eligible to submit Tenders:**

<b>X</b>	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 1ME or higher, class of construction work, are eligible to have their Tenders evaluated.
	Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB;</li> <li>2 the lead partner has a contractor grading designation in the 1ME or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status</li> <li>3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : <b>1ME</b> or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
<input checked="" type="checkbox"/>	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input type="checkbox"/>	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
<input type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
<input type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input type="checkbox"/>	Proof of Paid Municipal Rates and Taxes (Attach)
<input type="checkbox"/>	Proof of UIF Registration (Attach)
<input type="checkbox"/>	Financial Standing and other resources of Business Declaration
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.
<input checked="" type="checkbox"/>	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

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

Name of Tenderer: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

Cellphone Number: \_\_\_\_\_

Facsimile Number: CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-mail Address: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19) YES  or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9) YES  or NO

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS? [Tick Applicable Box] YES  or NO   
 A Verification Agency Accredited by the South African Accreditation System (SANAS)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES  or NO

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

80/20 Preference point scoring system  90/10 Preference point scoring system

NOTE		Refer to T2.35 - Functionality Criteria	
Functionality requirement:		70	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
<b>Preference points system:</b>			
<b>Preferences are offered to Tenderer's who have attained the following B-BBEE status level of contributor in accordance with the table below:</b>			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points

<b>2. Other specific goals (according to the PPPFA):</b>			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
<b>Total must equal 10 or 20 points</b>		<b>20</b>	<b>Points</b>

**Notes:**

- 1 The successful Tenderder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Tenderders should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.  
  
Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to

**THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:**

Tender documents may be collected during working hours at the following address :

**Department of Health, 310 Jabu Ndlovu Street**

A non-refundable tender deposit of R is payable as per the tender advertisement , on collection of the Tender documents. The Tenderders must deposit the the above amount into the Department's bank account. The Account details are:

The Tenderder must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

**COMPULSORY CLARIFICATION MEETING**

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

**As per Tender Advertisement**

on: **As per Tender Advertisement**

**QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:**

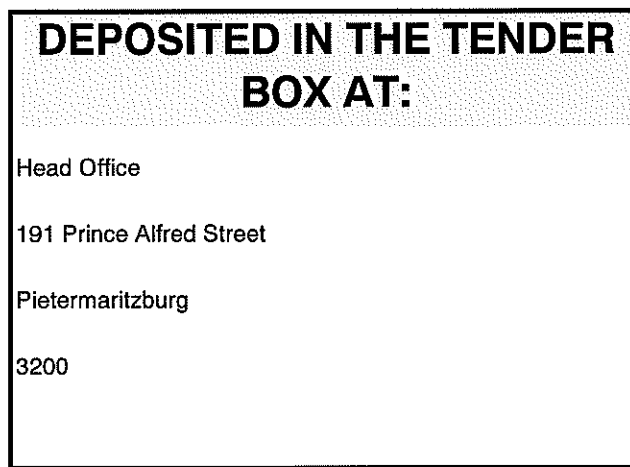
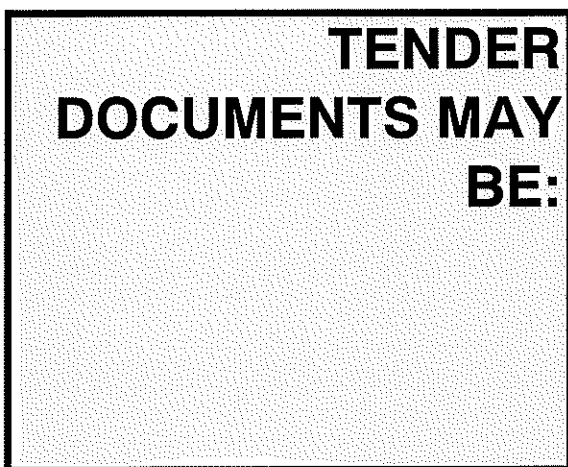
<b>DOH Project Manager:</b>	Mr. M.V. Maqalekane	<b>Telephone no:</b>	033 940 2529
<b>Cell no:</b>	0	<b>Fax no:</b>	
<b>E-mail:</b>	mandla.maqalekane@kznhealth.gov.za		

**DEPOSIT / RETURN OF TENDER DOCUMENTS:**

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

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

All tenders must be submitted on the official forms – (not to be re-typed)





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**St Aidan's hospital: Upgrade of heat pumps**

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**T1.2 - TENDER DATA**

<b>T1.2 TENDER DATA</b>			
<b>Project title:</b>	St Aidan's hospital: Upgrade of heat pumps		
<b>Project Code:</b>	--		
<b>Tender no:</b>	0	<b>Closing date:</b>	As Per Tender Advert
<b>Closing time:</b>	11:00	<b>Validity period:</b>	120 Calender Days
<b>Clause number:</b>			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: Health (KZN Department of Health-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <i>T2.1 - Returnable Schedule</i>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of works</b></p> <p>C3.1 - Scope of Works</p>		

	<b>Part C4: Site information</b>	
	C4.1 -	Site Information
	C4.2 -	Builders Lien Agreement
	<b>Part 5: List of Drawings/Annexure's</b>	
	C5.1 -	P & I Diagram
C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	<b>Mr. M.V. Magalekane</b>
	Capacity:	<b>Project Manager</b>
	Address:	<b>X 9051 , , PIETERMARITZBURG , 3200</b>
	Tel:	<b>033 - 940 2529</b>
	Fax:	<b>N/A</b>
	E-mail:	<b>mandla.magalekane@kznhealth.gov.za</b>
	Responsible person:	<b>Mr. M.V. Magalekane</b>
	The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	
C.1.6	<b>PP2-Competitive Selection Procedure</b>	<b>Design by Employer</b>
	<b>PP2B-Open Procedure</b>	
	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>	
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender	
	This is not an EPWP project	
	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :	
	1ME or higher class of construction work, are eligible to have their tenders evaluated.	
	Joint ventures are eligible to submit tenders provided that:	
	1 every member of the joint venture is registered with the CIDB;	
	2 the lead partner has a contractor grading designation in the 1ME or higher, class of construction work; or	
	not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status	
	3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a :	
	1ME or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.	
	<b>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.</b>	
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.	
C.2.12	Alternative tender offer permitted:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.	



Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

**Only the complete Service as per the Bills of Quantities**

C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.16	The tender offer validity period is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers <b>do not</b> have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to <b>List of Returnable Schedules</b> and <b>Scope of Works</b> to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>The location for opening of the tender offers, immediately after the closing time thereof shall be at: KZN Department of health, Umgungundlovu, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Initiation to Bid.</b>
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents.  A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.  Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.13	<b>Tender offers will only be accepted if:</b> (a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.

- (d) the Tenderder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderder's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process.
  - (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and
  - (f) the Tenderder has not:
    - i) abused the Employer's Supply Chain Management System; or
    - ii) failed to perform on any previous contract and has been given a written notice to this effect.
  - (g) the Tenderder is registered with:
    - i) the Unemployment Insurance Fund (UIF); and
    - ii) the Workmen's Compensation Fund
  - (h) the Tenderder submitted Authority to Sign the tender.
  - (i) the Tenderder submitted Financial standing & other resources of Business Declaration.
  - (j) the Tenderder submitted Equipment Schedules, if applicable.
  - (k) the Tenderder signed the Form of Offer that is part of the Form of Offer and Acceptance.
  - (l) the Tenderder submitted Preference Certificate, if applicable.
  - (m) the Tenderder submit Final Summary of Bill of Quantities at tender closing.
  - (n) the Tenderder submitted Bidder's Disclosure.
  - (o) the Tenderder submitted Site Inspection Certificate from the Compulsory Briefing Meeting
  - (p) All information required to assess 'Functionality" as per Tender Data scheduled requirements
- Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderder as described in the form of offer and acceptance.

C.3.15	Tenderders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderder one copy of the signed contract document and one copy of an unpriced bills of quantities



**St Aidan's hospital: Upgrade of heat pumps**

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**T1.3 - Annexure C - Standard Conditions of Tender**

## T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

### C.1 General

#### C.1.1 Actions

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

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

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

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

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

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

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

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

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

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

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

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

Unless otherwise stated in the **tender data**, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1**

**Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2**

**Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

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

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.



**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

**C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

**C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

**C.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

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

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

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

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

**C.2.18 Provide other material**

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

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

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

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

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

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

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

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

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

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's' agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

- C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

**C.3.11 Evaluation of tender offers**

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

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

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

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

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

**T2.2 AUTHORITY TO SIGN TENDER**

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

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

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

**RESOLVED that:**

1. The Enterprise submits a Tender to the KZN Department of Health in respect of the following project:

**St Aidan's hospital: Upgrade of heat pumps**

Tender Number: **0**

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

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

**ENTERPRISE STAMP** (If Any)



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>St Aidan's hospital: Upgrade of heat pumps</b>		
<b>Project Manager:</b>	<b>Mr. M.V. Maqalekane</b>	<b>Tender no:</b>	<b>0</b>

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

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

Tender document name	Returnable document	
Bidder's Disclosure - SBD 4	Yes	<input type="checkbox"/>
Authority to Sign Tender	Yes	<input type="checkbox"/>
Site Inspection Certificate as proof for attendance of compulsory briefing meeting	Yes	<input type="checkbox"/>
Preference Certificate	Yes	<input type="checkbox"/>
Compulsory Enterprise Questionnaire.	Yes	<input type="checkbox"/>
Complete Priced Bill of Quantities	Yes	<input type="checkbox"/>
Proof of CIDB Registration Number	Yes	<input type="checkbox"/>
Contract Form - Purchase of Goods/Works - Part 1	Yes	<input type="checkbox"/>
Contract Form - Purchase of Goods/Works - Part 2	Yes	<input type="checkbox"/>
Functionality Criteria	Yes	<input type="checkbox"/>
Invitation to Tender - SBD 1	Yes	<input type="checkbox"/>

### 2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

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

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	<input type="checkbox"/>
Proof of Registration Number on the Central Suppliers Database	Yes	<input type="checkbox"/>



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

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

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	<input type="checkbox"/>
Record of Addenda to Tender Documents	Yes	<input type="checkbox"/>
Confirm Receipt of Offer and Acceptance	Yes	<input type="checkbox"/>

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

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

Tender document name	Returnable document	
Bill of Quantities	Yes	<input type="checkbox"/>
Form of Guarantee	Yes	<input type="checkbox"/>
P & I Diagram	Yes	<input type="checkbox"/>

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

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

Tender document name	Returnable	
Proof of working capital of at least 50% of project value	Yes	<input type="checkbox"/>
Letters of credit reference amounting to at least 50% of the project value from suppliers and credit limits to be stipulated with supporting documents	Yes	<input type="checkbox"/>
Schedule of experience on projects of installation of heat pumps and hot water storage vessels (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	Yes	<input type="checkbox"/>
All key project resources have more than (5) years' experience in installation of calorifiers and heat pumps. (Detailed CV. Traceable reference)	Yes	<input type="checkbox"/>
Certificate of licenced plumber accredited by PIRB must be attached.	Yes	<input type="checkbox"/>

<b>T2.9 PREFERENCE CERTIFICATE</b>			
<b>Project title:</b>	<b>St Aidan's hospital: Upgrade of heat pumps</b>		
<b>Tender no:</b>	<b>0</b>	<b>Project Code:</b>	<b>_</b>

This preference form must form part of all tenders 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.

**BEFORE COMPLETING THIS FORM, TENDERERS 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 Tenders:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 For this project the 80% preference point system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

(a)	Price points and	80
(b)	Functionality points	50
(c)	B-BBEE Status Level of Contribution	130

1.3.1	<b>PRICE</b>	<b>80</b>
1.3.2	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>	
1.3.3	<b>1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)</b>	
	(i) Level 1	20
	(ii) Level 2	18
	(iii) Level 3	14
	(iv) Level 4	12
	(v) Level 5	8
	(vi) Level 6	6
	(vii) Level 7	4
	(viii) Level 8	2
	(ix) Non-compliant contributor	0

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The tenderer shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.

## 2 GENERAL DEFINITIONS

- 2.1 "**All applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 "**B-BBEE**" means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**proof of B-BBEE status level of contributor**" means-
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 "**black designated groups**" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 "**black people**" has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 "**Tender**" 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, works or services, through price quotations, advertised competitive Tendering process or proposals.
- 2.8 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 "**co-operative**" means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 "**designated group**" means
- a) black designated groups;
  - b) black people;
  - c) women;
  - d) people with disabilities; or
  - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 "**designated sector**" means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).

- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specific set out in the tender documents.
- 2.14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).
- 2.16 **"Contract"** means the agreement that results from the acceptance of a Tender by an organ of state.
- 2.17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less;**
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million;**
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of Tender invitations and includes all applicable taxes and excise duties.
- 2.27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.32 **"rural area" means-**
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
  - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

- 2.33 "township" means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 "treasury" has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.35 "youth" has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

### 3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

### 4 POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

80/20 90/10

Where:

- $P_s$  = Points scored for cooperative price of Tender under consideration  
 $P_t$  = Comparative price of Tender under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable Tender

### 5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

- 5.3 Tenderders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6 TENDER DECLARATION

6.1 Tenderders who claim points in respect of B-BBEE Status Level of Contribution must complete the following.

## 7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.3.1 AND 5.1 ABOVE

7.1 B-BBEE Status Level of Contribution:  =   
*[ B-BBEE Status level of Contribution ]*  *[Max of points 10 or 20]*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? Yes  No

8.1. If yes, indicate:

1 (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? \_\_\_\_\_

(iv) whether the sub-contractor is an EME? Yes  No

## 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: (insert a X in the applicable box)

Partnership/ Joint Venture/ Consortium	One person business/Sole Proprietor	Close Corporation	Company	(Pty) Ltd
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	Professional service provider	Other service providers,
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 contribution indicated in paragraph 7 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 paragraph 7, the
- (iv) If the B-BBEE status level of contribution 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 Tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Tenderder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE(S) OF TenderDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	St Aidan's hospital: Upgrade of heat pumps		
Tender no:	0	Project Code:	-
Site Inspection Date:		As per Tender Advertisement	

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

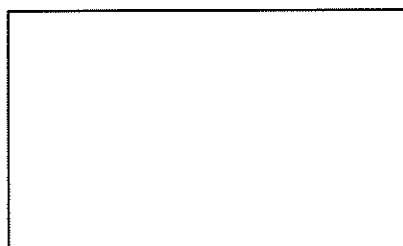
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

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

Name of Tenderer	Signature	Date

Name of DoH Representative	Signature	Date

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



Departmental Stamp:



**T2.11 BIDDER'S DISCLOSURE - SBD 4**

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**T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	St Aidan's hospital: Upgrade of heat pumps		
<b>Tender no:</b>	0	<b>Project Code:</b>	—

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

**Tenderer to attach proof of receipt of above listed addenda**

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

**T2.21 - FORM OF OFFER AND ACCEPTANCE**

**Tender no:**  
**OFFER**

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

**St Aidan's hospital: Upgrade of heat pumps**

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

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

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

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

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

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>		<b>Date</b>	

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

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

- Part C1                      Agreement and Contract Data, (which includes this agreement)
- Part C2                      Pricing data

Part C3 Scope of work.

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

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

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

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

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the employer</b>			
	<i>(Name and address of employer)</i>		
<b>Name and signature of witness</b>			

## Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1.1.1. Subject:</b>
<b>Details:</b>

<b>1.1.2. Subject:</b>
<b>Details:</b>

<b>1.1.3. Subject:</b>
<b>Details:</b>

<b>1.1.4. Subject:</b>
<b>Details:</b>

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

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

**T2.22 - FINAL BILL OF QUANTITY SUMMARY**

<b>Project title:</b>	St Aidan's hospital: Upgrade of heat pumps		
<b>Tender no:</b>	0	<b>Project Code:</b>	

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES



**ST. AIDANS HOSPITAL: UPGRADE OF HEAT PUMPS - BOQ**

Item No	Description	Unit	Qty	Rate	Amount
	<b><u>Section 1</u></b>				
	<b><u>Alterations</u></b>				
	<b><u>Removal of existing work</u></b>				
1	Take out and remove existing roller shutter door , size 2250 x 2700mm high overall	No	1	R	-
2	Breakdown and remove existing one brickwall brickwork	m2	14	R	-
	<b><u>New work</u></b>				
	<b><u>Concrete, formwork, reinforcement</u></b>				
	<b><u>19 Mpa / 19mm stone reinforced concrete to form plinth</u></b>				
3	Concrete plinth	m3	1	R	-
	<b><u>Wire mesh</u></b>				
4	25mm X 4,5mm galvanised banded grating mesh.	m2	14	R	-
	<b><u>Heat pumps</u></b>				
5	Isolators	Item	2	R	-
6	70 KW heat pumps	Item	2	R	-
7	accessories (insulation, cladding, fittings, brackets, valves, strainers, non-return valves etc), complete copper	Item	2	R	-
8	Grundfoss CM-52 or other approved circulating pumps	Item	2	R	-
9	Electrical connection and wiring (CoC) and commissioning	Item	2	R	-
10	Transport and rigging	item	1	R	-

11	P & I Diagrams	Item	1	R	-
12	Operating & maintenance manuals	Set	3	R	-
Sub-total				R	-
Add Vat 15%				R	-
Total				R	-

## T2.21a CONFIRMATION OF RECEIPT

St Aidan's hospital: Upgrade of heat pumps

Tender no.:	0	Project Code:	-
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The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the \_\_\_\_\_ (day)

of \_\_\_\_\_ (month)

\_\_\_\_\_ (year)

at \_\_\_\_\_ (Place)

For the Contractor:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Capacity*

Signature and name of witness:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

**T2.26 - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE**

<b>Project title:</b>	St Aidan's hospital: Upgrade of heat pumps		
<b>Bid no:</b>	0	<b>Project Code:</b>	-

ATTACH A COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES

## T2.29 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to tender;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Tenderer's past SCM practices;
    - Certificate of Independent Tender Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
6. I confirm that I am duly authorised to sign this contract.

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

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

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

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

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

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

**T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2**

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

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

\_\_\_\_\_

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

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

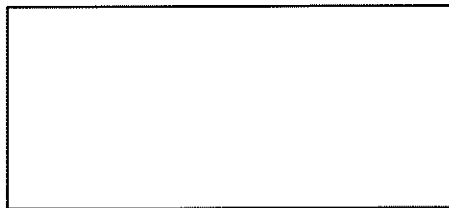
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

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

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



OFFICIAL STAMP:

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

Date: \_\_\_\_\_

## T2.35 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should be 80%

### TENDER EVALUATION CRITERIA AND SCORING

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

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	Financial Standing	Letters of credit reference amounting to at least 50% of the project value from suppliers with stipulated credit limits.	30 Points	15	Sub-points	A letter showing that a service provider can get the material upfront on a credit
		Bank code rating letter stating financial standing issued by the bank not older than a month from the closing date		15	Sub-points	Bank code rating A, B or C
				0	Sub-points	No submission
2.	Competency and Experience of the Tenderer	Provide proof of previous experience on installation of heat pumps and hot water storage vessels (Past 3 years)	40 Points	20	Sub-points	3 x Letters of award to be attached and 3 x completion certificates for all work completed in the preceding 3 years
		Tenderer must attach third party / company profile showing that third party / company manufactures (deals with) hot water storage tanks and installation of heat pumps		20	Sub-points	Company Catalogue or Company brochure
				0	Sub-points	No submission / non relevant submission

3.	Tenderer's Experience of Human Resources Proposed for the Project	A tenderer to submit a curriculum vitae that demonstrate roles and responsibilities of each proposed team member's extensive experience and a certificate	30 Points	15	Sub-points	All key project resources have more than (5) years' experience in installation of calorifiers and heat pumps. (Detailed CV. Traceable reference)
				15	Sub-points	Certificate of licenced plumber accredited by PIRB must be attached.
				0	Sub-points	No submission / non relevant submission

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBEE			
Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 90 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	Level 1 Contributor	20	Points
	Level 2 Contributor	18	Points
	Level 3 Contributor	14	Points
	Level 4 Contributor	12	Points



Level 5 Contributor	8	Points
Level 6 Contributor	6	Points
Level 7 Contributor	4	Points
Level 8 Contributor	2	Points
Non-Compliant Contributor	0	Points

# PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF HEALTH



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

### CONTRACTUAL SECTION ONE VOLUME APPROACH

**St Aidan's hospital: Upgrade of heat pumps**

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**Project Manager**

Mr. M.V. Maqalekane  
X 9051  
PIETERMARITZBURG  
3200  
033 - 940 2529 - Tel Number  
N/A - Fax Number  
mandla.maqalekane@kznhealth.gov.za

Tel Number: 033 - 940 2529  
Fax Number:

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**Tender Number:**

**CIDB Grading:** 1ME

**ECDP Number:** N/A

**Project Code:** -

**Document Date:** As Per Tender Advert

**Contracting Party:** \_\_\_\_\_

**CIDB Registration number:** \_\_\_\_\_

**Central Suppliers Database Registration Number:** \_\_\_\_\_



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**THE CONTRACT**



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**C1 - AGREEMENT AND CONTRACT DATA**



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**FORM OF OFFER AND ACCEPTANCE**

## FORM OF OFFER AND ACCEPTANCE

Tender No -



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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St Aidan's hospital: Upgrade of heat pumps

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### C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**C1.2 - CONTRACT DATA**

**C 1.2 CONTRACT DATA:**  
 with GCC for Construction Works - Second Edition 2010

**CONTRACT DATA FOR:**

**St Aidan's hospital: Upgrade of heat pumps**

Tender no: 0

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this contract:

**CONTRACT VARIABLES**

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

**Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:**

**PRE-TENDER INFORMATION**

**CONTRACTING AND OTHER PARTIES**

[1.1.1.15]

**Employer:**

Head: Health (KZN Department of Health: Province of KwaZulu-Natal)

Postal address:  
*Private Bag X 9051*  
**PIETERMARITZBURG**  
**3200**

Tel: 033-940 2529

Fax:

[1.2.1.2]

Physical address:  
**35 Hyslop Road, Townhill Office Park**  
**PIETERMARITZBURG**  
**3200**

[1.1.1.16]

**Agent's service:**

Postal address:

Tel:

Fax:

**Employers Agent 2**  
**Mr M.V. Maqalekane**

Postal address:  
**X 9051**  
**Pietermaritzburg**  
**3200**

Tel: 0339402529

Fax: N/A

**Agent's service:**

Postal address:

Tel:

Fax:

**Agent's service:**

Postal address:

Tel:

Fax:



Tender no: 0	
<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>	
[1.1.1.13]	<b>Defects Liability Period</b> The defects liability period is: <b>A time measured from the date of the Certificate of Completion.</b> Defects Liability Period is 12 Months for the whole of the Works
<b>Latent Defect Period</b>	
[5.16.3]	The latent defect period is: <b>5 years after the Final Approval Certificate</b>
<b>Documentation required before Commencement of the Works:</b>	
[5.3.11]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements   
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: <b>14</b> calendar days



[5.13.1]

The penalty per calendar day shall be :

**0.04% of the Contract Price, rounded to the nearest R10**

	<b>For the works in sections:</b>
	<b>The date for practical completion from the commencement date and the penalty per calendar day:</b>
	Portion 1:
[5.5.1]	<b>3 Calendar Months</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
	Portion 2:
[5.5.1]	<b>N/A</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
	Portion 3:
[5.5.1]	<b>N/A</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
	Portion 4:
[5.5.1]	<b>N/A</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
	Portion 5:
[5.5.1]	<b>N/A</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
	Portion 6:
[5.5.1]	<b>N/A</b>
[5.13.1]	<b>0.04% of the Contract Price, rounded to the nearest R10</b>
[1.3.2]	The law applicable to this agreement shall be that of the: <b>Republic of South Africa</b>
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: <input type="text" value="0.00%"/>
[6.10.3]	Percentage retention on amounts due to contractor is: <b>The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</b>
	Maximum retention is: <input type="text" value="10.00%"/> of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic 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 will not accept the submission by Tenderers of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) 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 only.
[5.14.5]	<b>The following clause must be added to clause 5.14.5:</b>  [5.14.5.6] The employers agent shall submit the <b>final account</b> within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by <b>ARBITRATION ONLY</b> .
[10.5.3]	The number of Adjudication Board Members to be appointed is: <input type="text" value="One"/> Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
[10.9.1]	
	<b>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</b>  1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.  2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.  3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted.  <b>Alternative Indices: Not Applicable</b>  Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	<b>Clause</b>  [1.1.1.5] <b>COMMENCEMENT DATE</b> – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.  [5.12.2.2] <b>ABNORMAL CLIMATIC CONDITIONS</b> - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's ( <a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a> ) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.  [6.2.1] <b>CONSTRUCTION GUARANTEE</b> – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.  <b>CONSTRUCTION PERIOD</b> – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.  <b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.  <b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.

**FRAUDULENT PRACTICE** – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

**INTEREST** – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) In respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

	<p>[1.1.1.16] <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer/Principal Agent</b> to act as agent of the <b>Employer</b>. In the event of an <b>Engineer/Principal Agent</b> not being appointed, then all the duties and obligations of an <b>Engineer/Principal Agent</b> as detailed in the <b>Contract</b> shall be fulfilled by a representative of the <b>Employer</b> as named in the <b>Contract Data</b>. (Hereafter referred to as <b>Engineer</b>)</p> <p>[1.1.1.21] <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</p> <p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARATEE OPTIONS".</p> <p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
<p>[5.12.3]</p> <p>[5.14.5.1]</p> <p>[5.16.4]</p> <p>[6.2.2]</p> <p>[6.2.3]</p> <p>[9.3.2.2]</p>	<p><b>SPECIAL CONDITIONS OF CONTRACT</b></p> <p>Omit clause 5.12.3 and add the following:</p> <p>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor.          5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.          5.12.3.3 Contract instructions not occasioned by default by the contractor.          5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.          5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.          5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.          5.12.3.7 Insolvency of a nominated subcontractor.          5.12.3.8 A direct contractor.          5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.          5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.          5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.          5.12.3.12 Suspension of the works."</p> <p>Omit entire clause 5.14.5.1</p> <p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:          5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p> <p>Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</p> <p>Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance"</p> <p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the <b>Employer</b>.</p> <p>(c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works.</p> <p>(d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b>, to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p> <p><b>MANAGING PROJECT DURATION</b></p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p> <p><b>INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</b></p> <p>(a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description	Months					Total Hours
	Sept Hours	Oct Hours	Nov Hours	Dec Hours	Jan Hours	
Programmed Rain days	0	30	30	15	15	90
Actual Rain days	16	22	35	15	18	106
Difference	-16	8	-5	0	-3	-16
Estimated Extension of time - In working days						2

8 hrs/day\*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: 0 Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:

**POST-TENDER INFORMATION**

Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

**1 CONTRACT DETAILS**

[1.1.1.9] Contractor Name: .....

[1.2.1.2] Postal address: .....

Tel no: ..... Fax no: .....

Tax / VAT Registration No: ..... e-mail: .....

Physical address: .....

[1.1.1.10] The accepted contract price inclusive of tax is R : .....

[Amount in words]

**Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes
	**Alternative B	N/A

\* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

\*\* Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

- 10% of the General Items/Preliminaries amount shall not be varied
- 15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum
- 75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

**Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

**Alternative A**

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

- An amount which shall not be varied.
  - An amount varied in proportion to the contract value as compared to the Contract Sum.
  - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.
- The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section
- If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;
- 10% of the amount shall not be varied
  - 15% varied in proportion of the Contract Value to the Contract Sum
  - 75% varied in proportion to the revised Construction period compared with the initial Construction Period

Sectional Completion : Subdivision of Preliminaries Costs

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

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

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

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

YES *yes / no*



or

**Alternative B** The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.  NO  yes / no

**The contractor is informed that only option 'A' shall apply**

**2 DOCUMENTS**

Contract documents marked and annexed hereto:

Priced Bills of Quantities: Yes  No

Lump Sum document: Yes  No

Guarantee Options:

Not applicable

**2.2 DESIGN BRIEF**

Not applicable  YES or NO

**2.3 DRAWINGS**  YES or NO

See list of drawings/Annexure's attached to this document.  YES or NO

**2.4 DESIGN PROCEDURES**  YES or NO

Not applicable

Contract drawings: Yes  No

Other documents:

Waiver of the Contractors lien or right of continuing possession is required.  YES

**GUARANTEE OPTIONS**

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

**Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

**NOTE:** Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

**3 SIGNATURES OF THE CONTRACTING PARTIES**

Thus done and signed at.....on .....of.....20....

Name of signatory

for and behalf of the Employer who by signature hereof

Capacity of  
signatory

as Witness.

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Contractor** who by signature hereof

Capacity of signatory

as Witness.



**St Aidan's hospital: Upgrade of heat pumps**

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**PART C2 - PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**  
**GCC FOR CONSTRUCTION WORKS (Second Edition 2010)**

<b>Project title:</b>	<b>St Aidan's hospital: Upgrade of heat pumps</b>		
<b>Tender no:</b>	<b>0</b>	<b>Project Code:</b>	<b>-</b>

**C2.1 Pricing Instructions**

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
<b>1</b>	<p><b>MASSES AND MEASURING UNITS</b></p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
<b>2</b>	<p><b>PRICES FOR VARIATIONS</b></p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
<b>3</b>	<p><b>SCALE</b></p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
<b>4</b>	<p><b>PROVISIONAL ITEMS</b></p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.</p>

5	<p><b>TIMELY ORDERING OF MATERIALS</b></p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p><b>ELECTRICAL LIGHTING, POWER AND WATER</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p><b>IMPORT PERMITS, DUTIES AND SURCHARGES.</b></p> <p>All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p><b>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</b></p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;"><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10	<p><b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b></p> <ol style="list-style-type: none"> <li>1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.</li> <li>2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.</li> <li>3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.</li> </ol>				
11	<p><b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b></p> <ol style="list-style-type: none"> <li>1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.</li> <li>2. Prospective suppliers will be able to self - register on the CSD website: <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> <li>3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.</li> <li>4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.</li> <li>5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:</li> </ol> <table border="1" data-bbox="188 1232 1412 1384"> <tr> <td data-bbox="188 1232 654 1299"><b>Name of Supplier</b></td> <td data-bbox="654 1232 1412 1299"></td> </tr> <tr> <td data-bbox="188 1299 654 1384"><b>Central Supplier Database (CSD) Supplier Number:</b></td> <td data-bbox="654 1299 1412 1384"></td> </tr> </table>	<b>Name of Supplier</b>		<b>Central Supplier Database (CSD) Supplier Number:</b>	
<b>Name of Supplier</b>					
<b>Central Supplier Database (CSD) Supplier Number:</b>					
12	<p><b>TAX CLEARANCE REQUIREMENTS</b></p> <p><b>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</b></p> <ol style="list-style-type: none"> <li>1. In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.</li> <li>2. SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.</li> <li>3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.</li> <li>4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>6. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> </ol>				

	<b>Security PIN Number</b>	
	<b>Company / Entity Tax Reference Number</b>	
<p><b>13</b></p> <p><b>14</b></p> <p><b>15</b></p>	<p><b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b></p> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p> <p><b>VALUE ADDED TAX</b></p> <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p> <p><b>FIXED PRICE CONTRACT</b></p> <p>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:</p> <p>Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>	



**KWAZULU-NATAL PROVINCE**  
HEALTH  
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**St Aidan's hospital: Upgrade of heat pumps**

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**PART C2.3 BILL OF QUANTITIES**



**ST. AIDANS HOSPITAL: UPGRADE OF HEAT PUMPS - BOQ**

Item No	Description	Unit	Qty	Rate	Amount
	<b><u>Section 1</u></b>				
	<b><u>Alterations</u></b>				
	<b><u>Removal of existing work</u></b>				
1	Take out and remove existing roller shutter door , size 2250 x 2700mm high overall	No	1	R	-
2	Breakdown and remove existing one brickwall brickwork	m2	14	R	-
	<b><u>New work</u></b>				
	<b><u>Concrete, formwork, reinforcement</u></b>				
	<b><u>19 Mpa / 19mm stone reinforced concrete to form plinth</u></b>				
3	Concrete plinth	m3	1	R	-
	<b><u>Wire mesh</u></b>				
4	25mm X 4,5mm galvanised banded grating mesh.	m2	14	R	-
	<b><u>Heat pumps</u></b>				
5	Isolators	Item	2	R	-
6	70 KW heat pumps	Item	2	R	-
7	accessories (insulation, cladding, fittings, brackets, valves, strainers, non-return valves etc), complete copper	Item	2	R	-
8	Grundfoss CM-52 or other approved circulating pumps	Item	2	R	-
9	Electical connection and wiring (CoC) and commissioning	Item	2	R	-
10	Transport and rigging	item	1	R	-

11	P & I Diagrams	Item	1	R	-
12	Operating & maintenance manuals	Set	3	R	-
	Sub-total			R	-
	Add Vat 15%			R	-
	Total			R	-



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**PART C3. SCOPE OF WORKS**

**C3.1 SCOPE OF WORKS**  
**GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)**

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

**Project title:** St Aidan's hospital: Upgrade of heat pumps

**Tender no:** 0 **Project Code:** \_

	<p><b><u>SECTION 1</u></b></p>
1	<p><b><u>EXTENT OF THE WORKS</u></b></p>
1.1	<p><b>EMPLOYERS OBJECTIVES</b></p> <p>To install efficient heat pumps</p>
1.2	<p><b>OVERVIEW OF THE WORKS</b></p> <p>To disconnect two existing heat pumps and connect two new heat pumps to existing tanks and make a suitable size plinth</p>
1.3	<p><b>EXTENT OF THE WORKS</b></p> <p>To disconnect two existing heat pumps and connect two new heat pumps to existing tanks and make a suitable size plinth. To remove breeze bricks, roller door. Bricks to be replaced by a grating mesh and roller door to be replaced by an existing steel gate cut to correct size</p>
1.4	<p><b>LOCATION OF THE WORKS</b></p> <p>The site is situated within the premises of St Aidan's hospital. <span style="float: right;">GPS Co-ordinates for</span> the site is 31.01103483; -29.8507245</p>
1.5	<p><b>TEMPORARY WORKS</b></p> <p>All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)</p>
2	<p><b><u>ENGINEERING</u></b></p>
2.1	<p><b>EMPLOYER'S DESIGN</b></p> <p>Not applicable</p>
2.2	<p><b>DESIGN BRIEF</b></p> <p>Not applicable</p>
2.3	<p><b>DRAWINGS</b></p> <p>See list of drawings/Annexure's attached to this document.</p>

2.4	<b>DESIGN PROCEDURES</b> Not applicable
3	<b>PROCUREMENT</b>  <b>3.1 PREFERENTIAL PROCUREMENT PROCEDURES</b> This tender will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents. Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.  <b>3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b> NOTE : This project will be adjudicated as not exceeding R 50,000 000,00  <b>3.3 SCOPE OF MANDATORY SUBCONTRACT WORK</b> Not applicable  <b>3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS</b> Not applicable  <b>3.5 SUBCONTRACTING PROCEDURES</b> Not applicable
4	<b>CONSTRUCTION</b>  <b>4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS</b> The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.  The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2	<p><b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b></p> <p>See above 4.1</p>				
4.3	<p><b>PARTICULAR / GENERIC SPECIFICATIONS</b></p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table border="1"> <thead> <tr> <th data-bbox="247 358 1021 392"><u>SPECIFICATION</u></th> <th data-bbox="1021 358 1495 392"><u>PAGES</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>		
<u>SPECIFICATION</u>	<u>PAGES</u>				
4.4	<p><b>CERTIFICATION BY RECOGNIZED BODIES</b></p> <p>Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.</p>				
4.5	<p><b>AGRÉMENT CERTIFICATES</b></p> <p>Not applicable</p>				
4.6	<p><b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b></p> <p>Not applicable</p>				
4.7	<p><b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b></p> <p>Not applicable</p>				
4.8	<p><b>OTHER SERVICES AND FACILITIES</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>				
5	<p><b><u>MANAGEMENT</u></b></p>				
5.1	<p><b>APPLICABLE SANS 1921 STANDARDS</b></p> <p>Tenderders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p>				
5.2	<p><b>RECORDING OF WEATHER</b></p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p>				

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

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

**5.3 MANAGEMENT MEETINGS**

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

**5.4 FORMS FOR CONTRACT ADMINISTRATION**

The Employer shall provide all necessary forms.

**5.5 ELECTRONIC PAYMENTS**

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

**5.6 DAILY RECORDS**

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

**5.7 BONDS AND GUARANTEES**

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

**5.8 PAYMENT CERTIFICATES**

Requirements will be in accordance with the Employers prescriptions.

5.9	<p><b>PERMITS</b></p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p>
5.10	<p><b>PROOF OF COMPLIANCE WITH THE LAW</b></p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> <li>- Electrical Compliance Certificate</li> <li>- Plumbing Compliance Certificate</li> <li>- Electrical and Mechanical test certificates</li> <li>- Plumbing and drainage pressure test certificates</li> <li>- SANS 10400-A:2010 compliance certificates</li> <li>- Latest National Building Regulation</li> </ul>
5.11	<p><b>INSURANCE PROVIDED BY THE EMPLOYER</b></p> <p>Not Applicable</p>
<p>Clause Numbers</p>	<p><b><u>SECTION 2</u></b></p> <p><b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b></p> <p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>0</p> <p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p> <p>4.2.2 The structural engineer is:</p> <p>N/A</p> <p>4.2.3 Drawings &amp; other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p> <p>4.3 The planning, programme and method statement are to comply with the following:</p> <p>N/A</p>



<b>4.12.1</b>	<b>Samples of materials</b>  None  0
<b>4.12.2</b>	<b>Fabrication drawings that the contractor is to provide to the employer are:</b>
	None
<b>4.12.3</b>	<b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b>  OFFICE FOR FOREMAN  None  TELEPHONE  None  OFFICE FOR INSPECTOR OF WORKS  None  TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS  None

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



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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**St Aidan's hospital: Upgrade of heat pumps**

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**PART C4. SITE INFORMATION**

<b>C4.1 SITE INFORMATION</b> <b>GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)</b>			
<b>Project title:</b>	<b>St Aidan's hospital: Upgrade of heat pumps</b>		
<b>Tender No.</b>	<b>0</b>	<b>Project Code:</b>	<b>-</b>
<b>C4.1 Site Information</b>			
<b>C4.1</b>	<b>GENERAL</b>		
(a)	The current state of the plant room needs some attention i.e removal of bricks and roller door.		
(b)	Assessment to be made by the contractor.		
(c)	No additional information		
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>		
(a)	Not applicable		