



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 29/09/2023
Closing Date: 11/10/2023

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:** Richmond Hospital
Date Submitted: 29/09/2023

ITEM CATEGORY AND DETAILS

Quotation number: ZNQ: HOH1189/24
Item Category: Goods
Item Description: Replacement of sewer connections at Richmond Hospital, CIDB : 2 CE or 2 GB
Quantity (if supplies): 12

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Meeting
Date: 06/10/2023
Time: 10:00 AM
Venue: Richmond Hospital

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

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

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Kwazikwakhe Cele

Email: Kwazikwakhe.cele@kznhealth.gov.za

Contact number: 033 815 8344

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

PP

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / HOH / 1189 / 23 / 24

DESCRIPTION: Replacement of sewer connection at Richmond Hospital

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
	12		Replacement of sewer connection at Richmond Hospital				
			Compulsory Site Visit				
			Date: 06 October 2023				
			Time: 10:00 AM				
			Venue: Richmond Hospital				
			CIDB: 2 CE OR 2 GB				
			NB: SPECIFICATION ATTACHED				
			Hand Deliver : 310 Jabu Ndlovu street, SCM Offices, Quotation Tender Box. Proof of CSD summary with banking details Tax Clearance Certificate must be attached OR email to Quotations.scmho@kznhealth.gov.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 90 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____ SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____ DATE: _____



BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

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

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

2 BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1. If so, furnish particulars: _____

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

2.3.1. If so, furnish particulars: _____

3 DECLARATION

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

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

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

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

NAME OF BIDDER SIGNATURE POSITION DATE

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

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

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



4 Standards

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

5 Use of contract documents and information; inspection.

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

6 Patent rights

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

7 Performance security

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

8 Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

10 Delivery and documents

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

11 Insurance

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



12 Transportation

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

13 Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

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

23 Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

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

26 Termination for insolvency

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

27 Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL 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 fulfillment 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 for 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.



5.6. 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.**

If a Bidder fails to provide a sample of their product or offer for scrutiny against the set specification when requested, their offer will be rejected. All (i) 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 not take place.

(ii) Date: 06 / October / 2023 Time: 10:00 :AM Place: Richmond 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
- (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

12.1. The supplier shall indemnify the KZN Department of Health (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 2022

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

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

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

4. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \boxed{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \text{OR} & \boxed{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)}
 \end{array}$$

Where
 Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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



4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race – Full/partial/combination of points allocated to companies at least 51% owned by Black People	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM (tick applicable box)
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

QUOTATION NUMBER:

REQUIRED CIDB GRADING	2CE or 2GB
FACILITY NAME	Richmond Hospital
PROJECT DESCRIPTION	Replacement of sewer connections at Richmond Hospital

QUOTATION DOCUMENT

DEPARTMENT OF HEALTH
Infrastructure Development

Project Leader: Mr Musa Ngcobo

Telephone: 076 634 6338

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

1 PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this contract specification is to procure the services of a reputable, competent and accredited contractor for the replacement of sewer connections at Richmond Hospital

2 DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

- Works: Defined as that work required to be executed for the replacement of identified sections of the sewer connections.

2.1. SCOPE OF WORK

The specification calls for the construction of, where indicated on site, the following works:

- Breaking down and removing of existing concrete slab.
- Setting out Sewer Centre Line
- Alignment and Gradient of Sewers
- Excavation of Trenches, Timbering/Shoring and Dewatering.
- Laying and Jointing of Pipe Sewers.
- Construct 450mm x 450mm brick inspection chambers complete with steel covers, as directed on site.
- Construct 1.0m concrete ring manholes as directed on site.
- Clearing of blocked sewer pipes at the vicinity of tie-in point to the municipal line.
- Backfilling of Trenches.
- Testing of Pipe Sewers.



Richmond Hospital - Wards Affected By Sewer Blockages

Source: Adapted from Google Earth

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

3 CONDITIONS OF CONTRACT

3.1 NOTICE TO BIDDERS

- 3.1.1 The institutions will remain open and operational at all times therefore the Contractor shall place signs at the entrance as well as inside the premises to prevent any injury if there is any risk.
- 3.1.2 The Administration reserves the right to negotiate prices in the Bill of Quantities.
- 3.1.3 All redundant material and rubble shall be placed far away from the institution's property immediately. Should the material be useful, it will be used again to backfill trenches that have been excavated?
- 3.1.4 The Contractor is advised to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the existing facility, etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.
- 3.1.5 All items in the Bill of Quantities are estimates and subject to re-measure after the quotation site visit.
- 3.1.6 The Bill of Quantities shall be read in conjunction with the Scope of Work.
- 3.1.7 Any discrepancies or omissions shall be brought to the attention of the Project Leader immediately.
- 3.1.8 Preference will be given to Bidders who have registered offices / workshops within the borders of the Province of KwaZulu-Natal. This is in an effort to reduce response times to call outs for breakdowns in the more remote areas of the Province.
- 3.1.9 The Contractor must be registered with CIDB and must have minimum grading of 2CE or 2GB.
- 3.1.10 The Contractor must be competent with proven experience in working with and constructing pipe sewers with traceable references.

4 EXECUTION PERIOD

Three (3) months is the estimated maximum completion period for the completion of works from the date of award.

5 TECHNICAL SPECIFICATION

5.1 COMPLIANCE WITH REGULATIONS AND STANDARD SPECIFICATIONS

- a) These works are to be carried out in accordance with the KwaZulu-Natal Department of Health Policy Document 2013, for Design of Structural Installations.
- b) The Contractor shall observe and abide by all rules and regulations as stipulated in the Occupational Health and Safety Act (Act 85, 1993), ensuring barricades around excavations for safety.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

- c) The Contractor shall take cognisance of the applicable SANS1200 standards while conducting works.
- d) Quality assurance measures should be in place every step of the project (checklists, invoices and test results). Each step of the project will require the Artisan from Natalia Building to approve to proceed with the next step.
- e) The Contractor shall observe the Occupational Safety Act 85/1993 while conducting the work.
- f) The Contractor shall observe Municipal By-laws and any special requirements of the district concerned while conducting the construction.
- g) All civil works shall be in accordance with the Standard Preambles to All Trades.
- h) The contractor shall fully familiarise himself with these documents prior to quoting.

6 PARTICULAR SPECIFICATION

6.1 TECHNICAL SPECIFICATION

6.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the specification.

6.1.2 GENERAL REQUIREMENTS

Tenderers are to make special note of the following:

- a) This particular specification must be read with, and shall form part of, Part 5 of this document (Technical Specification).
- b) In so far as the conditions contained herein are at variance with any obtained in the Technical Specifications, the contract shall be interpreted in terms of this Part 6 (Particular Specification).
- c) The whole construction activity shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- d) Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.
- e) The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.
- f) All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.
- g) Rates are to include supply, construction, labour, testing of the complete system upon completion of works and handing over back to the Client in working order ready for use.
- h) Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

- i) NOTE: All construction works shall comply with KZN Health of Department Policy Document 2013 for Design of Structural Installations and industry standards.

7 CONSTRUCTION COMPLETION REPORTS

- 7.1 The Contractor shall ensure that a completion reports are signed by the representative of Engineering and Technical Support Services or the delegated official (Asset manager) at the institution after any work is undertaken. All construction completion reports shall include, where applicable, and not limited to:
- a) Status quo of site
 - b) Scope of work carried
 - c) Time spent on site
 - d) Number of personnel on site
 - e) Clear pictures
 - f) Recommendations for continuous improvement
 - g) Cost
 - h) Job sheet
- 7.2 The Contractor shall provide a quotation, in respect of any additional unaccounted works thereof and the costs of the recommended steps.
- 7.3 No work resulted from clause 7.2 above shall be undertaken unless the Contractor has received a written authorisation to do the work from the Department.
- 7.4 Engineering and Technical Support Services Staff may be present on occasions on site when the Service Provider is carrying out construction.
- 7.5 The Department shall have the right to instruct the Service Provider to remove from site any of the Service Provider's employees who at the sole and absolute discretion of the Department is found to be:
- a) Incompetent.
 - b) Not properly qualified and/or not suitably skilled to perform his/her respective tasks.
 - c) Is found to be under the influence of alcohol or drugs, or disorderly on Site.
 - d) Is unwilling to perform his respective tasks.

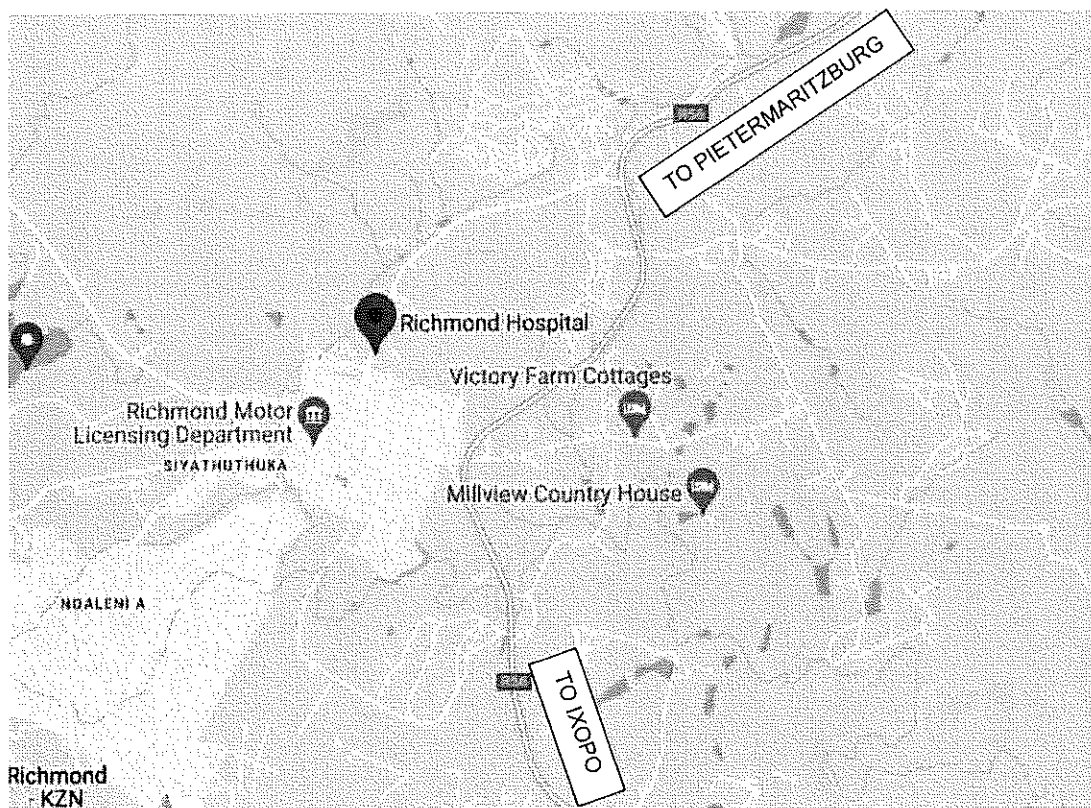
REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

8 RETURNABLES

- Minimum of 2CE or 2GB CIDB grading.
- Skilled Labour.
- Proven track record of at least 3 similar jobs i.e. Sewer pipe laying. **(Attach Copy of Orders/ Completion certificates)**

9 THE SITE

The site is at Richmond Hospital in KwaZulu-Natal.



Richmond Hospital Locality Plan

Source: Adapted from Google Maps

Tenderers are encouraged to visit the site to ensure successful installation of the work required. Arrangements in this regard can be made with the representative from the Department of Health.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

9.1 PROGRAM OF WORKS

It is imperative that the work be executed with minimum interruption to the facility.

The contractor shall notify the facility seven (7) days prior to carrying out any work. As the facility is to remain in full operation for the duration of the works, the works are to be planned and executed so as to cause minimum disturbance.

A programme WILL BE submitted prior to the commencement of any work for the approval by the Project Leader. No work will commence without the program of works having been approved by the Project Leader.

9.2 DOCUMENT RECEIVED (YES/NO)

Required before signing the contract. Some will be outlined by SCM and Contracts Management. Attached is contract data for full returnable documents required

DOCUMENT	RECEIVED (YES/NO)
Program of Works	
Team's CV and qualifications	
Quality Management Plans	
Proof of past work project experience	
Cash flow	
Programme	
Proof of financial capability	
Priced Bill of Quantities	

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

10 TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

10.1 BILL OF QUANTITIES

PREAMBLE TO THE BILL OF QUANTITIES

- 10.1.1 All prices shall be quoted in the currency of the Republic of South Africa and will be fixed. Only where exchange rates have been stated in the quotation document, as at two weeks (14 days) prior to closing date of this quotation, will such exchange rate fluctuation be taken into account in the variation of the cost of the imported items/equipment.
- 10.1.2 The Tenderer shall enter a price against each item in the Bill of Quantities. If the Tenderer fails to enter a price against any item in the Bill of Quantities, the relevant cost of such item shall be regarded as being covered by other prices in the Bill of Quantities.
- 10.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- 10.1.4 The prices quoted for the works shall include for all supply, construction, labour, testing of the complete system upon completion.
- 10.1.5 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Bill of Quantities for the purpose of VAT.
- 10.1.6 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Department of Health's "Representative".
- 10.1.7 All work to be done during work hours i.e. 08:00-16:00, Monday to Friday. This excludes public holidays.
- 10.1.8 Emergency work must be done within 24 hours of notification, during any day. This includes public holidays.

The Bill of Quantities shall be completed and signed in **black ink**. Corrections must be done by deleting, re-writing and initialling next to the amendment.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

10.2 TECHNICAL EVALUATION CRITERIA

The Technical evaluation can be seen below. The requirements for the bidder to be functional, a minimum threshold of **80%** should be obtained. The weighting for Functionality at a total of 100% is as follows:

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

Evaluation Criteria	Deliverables	Points	Sub Points Scoring
1. CONTRACTS MANAGER & SKILLED LABOUR COMPETENCY AND EXPERIENCE			
Competency and experience of site management personnel supported by curriculum vitae	<p align="center">Proposed supervisory/ technical team member, which is backed up by their qualifications and curriculum vitae with traceable reference that detail technical qualifications and demonstrate extensive experience on similar projects.</p> <p align="center">NB* Failure to submit appropriate certificates will result in automatic disqualification of bidder</p>	20	<p>Resources include but not limited to Contracts Manager/Supervisor with National diploma in Civil Engineering.</p> <p>Supervisor has 3 or more years of experience the construction of sewers.</p> <p>All relevant qualifications, Trade Test Certificates as well as a detailed CV are to be attached.</p>
			<p>Resources include but not limited to Contracts Manager/Supervisor with National diploma in Civil Engineering.</p> <p>Supervisor has 1 to 2 years of experience in construction of sewers.</p> <p>All relevant qualifications, Trade Test Certificates as well as a detailed CV are to be attached.</p>
			<p>Resources include but not limited to Contracts Manager/Supervisor with National diploma in Civil Engineering.</p> <p>Supervisor has 0 to 1 year of experience in construction of sewers.</p> <p>All relevant qualifications, Trade Test Certificates as well as a detailed CV are to be attached.</p>
			<p>Partial or No submission of documentation for Contracts Manager/Supervisor with National diploma in Civil Engineering.</p> <p>0</p> <p>No attached relevant qualifications, Trade Test Certificate as well as a detailed CV.</p>

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2. COMPANY COMPETENCY AND EXPERIENCE				
Competency and experience of the tenderer on similar sized projects.	Proof of completed project documentations to prove contractor's experience in in the construction of sewers	25	25	Where 3 or more projects of a similar nature and scope of works have been completed in the past 5 years. Submission to include letter of award/ copy of Order and Completion Certificate.
			15	Where 1 to 2 projects of a similar nature and scope of works have been completed in the past 5 years. Submission to include letter of award/ copy of Order and Completion Certificate.
			0	No submission of similar nature and scope of works have been completed in the past 5 years.
3. CASHFLOW & PROGRAMME				
Project Cash flow and Programme of Works	Detailed Cash flow breakdown and Programme of works	15	15	Submission of a detailed cash flow breakdown (sewer systems projects) in line with a working programme detailing sequence of work and indicating milestones and the project duration.
			5	Submission of a partially complete cash flow breakdown (relevant to sewer system projects) and a partially completed working programme detailing sequence of work and indicating milestones and the project duration.
			0	No submission of a detailed cash flow breakdown (relevant to sewer systems projects) and No submission of a working programme detailing sequence of work and indicating milestones and the project duration.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

4. QUALITY MANAGEMENT PLAN				
Quality Management and	Detailed Quality Management Plan	15	15	Submission of a detailed project specific quality management plan (relevant to sewer installation projects).
			0	No submission of a detailed project specific quality management plan (relevant to sewer installation projects).
5. FINANCIAL CAPABILITY				
Financial capability	Submission of proof of financial capability	25	25	Submission of proof of financial capability through 3 months bank statements or letter of intent to fund from an accredited financial service provider for 25% and more of the value of the works.
			10	Submission of proof of financial capability through 3 months bank statements or letter of intent to fund from an accredited financial service provider for 10% to 24% of the value of the works.
			0	No submission of proof of financial capability using bank statements or letter of intent to fund from an accredited financial service provider.

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

10.3 QUOTATION EVALUATION CRITERIA

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies that have 51% black ownership	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

REPLACEMENT OF SEWER CONNECTIONS AT RICHMOND HOSPITAL

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	DISCLAIMER This library is supplied "AS IS", without any warranty of any kind, express or implied. ACE Solutions cc does not warrant that the content of this library will be error free, nor does it assume any responsibility or liability				
	Principal Building Agreement Code 2101 4th Edition March 2004 (including State Provisions)				
	AND PRELIMINARIES Code 2103 3rd Edition January 2003				
	BILL NO. 1				
	PRELIMINARIES NOTES				
	The agreement is to be the JBCC Series 2000 Principal Building Agreement, 4th Edition March 2004, and other contract documents that together form the contract between the employer and contractor				
	The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, January 2003 edition and shall be deemed to be incorporated herein				
	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary				
	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading				
	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")				

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	<p>If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount</p>				
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RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R -
	<u>BILL 1</u>				
	<u>ALTERATIONS</u>				
	For preambles see "Model Preambles for Trades"				
	<u>PREAMBLES:</u>				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles				
	<u>REMOVAL OF EXISTING CONCRETE</u>				
	Breakdown and remove existing reinforced concrete, etc				
	1 Concrete aprons	m3	43		
	<u>BILL NO. 2</u>				
	<u>EARTHWORKS, ETC.</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Nature of ground</u>				
	A soils investigation has been carried out on site by the engineer and the report can be viewed at the offices of ILiso Consultants, Engineers, 16 Davidson Road Pinetown, 031 701 1000. Descriptions of excavations shall be deemed to				
	<u>Carting away of excavated material</u>				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
	<u>Filling</u>				

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material				
	<u>Subterranean water</u>				
	Carried Forward			R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R -
	No information regarding subterranean water is available. The Contractor must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices				
	<u>SITE CLEARANCE ETC</u>				
	<u>Site Clearance</u>				
	2 Clear the whole area of the site to be built upon including the removal of all small shrubs and trees with a trunk not exceeding 200mm girth measured 1m above ground level	m2	18		
	<u>EXCAVATIONS, FILLING, ETC</u>				
	<u>EXCAVATIONS</u>				
	Note: No allowance for site clearance has been made because a terrace is already being prepared for these hostel blocks but under a separate contract.				
	Note: All excavation depths have been calculated from predetermined platform levels performed under a separate contract. -----				
	Excavate in compacted pickable material as defined not exceeding 2 m deep below reduced or filled up ground level, part return, fill in and ram and remainder deposit on site where directed.				
	3 Reduced levels under floors (Aprons)	m3	32		
	<u>Extra over all excavations for carting away</u>				
	4 Extra over all excavations for carting away surplus material from excavations and/or stockpile on	m3	32		
	<u>FILLING ETC</u>				
	Earth filling from the excavations and/or stockpiles compacted to 95% Mod AASHTO density				
	5 Under floors, steps, pavings, etc	m3	4		

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	G5 Earth filling supplied by the contractor,				

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6	Under floors, steps, pavings, etc	m3	42		
	<u>Coarse river sand filling supplied by the contractor</u>				
7	Under floors etc	m3	14		
	Carried Forward				R -
	Brought Forward				R -
	<u>Compaction of surfaces</u>				
8	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	298		
	<u>Prescribed density tests on filling</u>				
9	"Modified AASHTO Density" test	No	10		
	<u>SOIL POISONING</u>				
	<u>Soil insecticide</u>				
10	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc filling in furrows and ramming	m2	298		

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	Brought Forward				R	-
	BILL NO. 3					
	CONCRETE FORMWORK AND REINFORCEMENT					
	(WORK GROUP 110 UNLESS OTHERWISE STATED)					
	PREAMBLES					
	For preambles see "Model Preambles for Trades 2008" as issued by The Association of South African Quantity Surveyors					
	SUPPLEMENTARY PREAMBLES					
	Formwork					
	Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself					
	Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described					
	Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described					
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the					
	Carried Forward				R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R	-
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
	25Mpa/19mm concrete					
11	Aprons cast in alternating panels not exceeding 3m	m3		26		
	<u>TEST CUBES</u>					
12	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head: Works	Sets		9		
	<u>CONCRETE SUNDRIES</u>					
	<u>Finishing top surfaces of concrete smooth with a wood float</u>					
13	Surface beds, ramps, slabs, aprons, etc laid in panels	m2		298		
	<u>FORMWORK</u>					
	<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>					
	<u>Rough formwork to sides</u>					
14	Edges, risers, ends and reveals not exceeding 300mm	m		127		
	<u>MOVEMENT JOINTS, ETC</u>					
	Expansion joints with bitumen impregnated softboard between vertical concrete and brickwork surfaces					
15	15mm Joints not exceeding 300mm wide	m		133		
	Horizontal joggle construction joints through concrete including lime wash bond breaker to one face					
	Carried Forward				R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R	-
16	Aprons not exceeding 300 mm thick	m	212			
	REINFORCEMENT					
	(WORK GROUP 114)					
	<u>Fabric reinforcement</u>					
17	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	298			
	Carried Forward				R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R	-
	BILL NO. 4					
	WATERPROOFING					
	(WORK GROUP 120)					
	PREAMBLES					
	For preambles see "Model Preambles for Trades 2008" as issued by The Association of South African Quantity Surveyors					
	SUPPLEMENTARY PREAMBLES					
	Waterproofing of roofs shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs					
	Derbigum waterproofing is to be laid in accordance with Derbigum's Code of Practice by an Approved Derbigum Contractor					
	Preparation of substrata: Screeded roof surfaces shall be firm, dry and clean. Corners shall be coved or arris rounded. All surfaces to receive Derbigum are to be fully primed with a solvent based bitumen primer					
	NOTE: Proprietary items or materials Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works					
	DAMP-PROOFING OF WALLS AND FLOORS					
	One layer of 250 micron green polyethylene waterproof sheeting sealed at laps with pressure sensitive tape					
	Carried Forward				R	-

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	Brought Forward				R	-
18	Under aprons	m2	332			
	<u>JOINT SEALANTS, ETC</u>					
	Two-part grey polyurethane sealing compound including backing cord, bond breaker, primer, etc					
19	15 x 10mm in vertical expansion joints	m	133			
20	15 x 20mm In expansion joints in floors	m	212			
	Carried Forward				R	-

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	Brought Forward				R	-
	SEWER RETICULATION					
	BILL 1					
	ALTERATIONS					
	For preambles see "Model Preambles for Trades"					
	PREAMBLES:					
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles					
	REMOVAL OF EXISTING					
	Breaking up and removing existing reinforced concrete including cutting off and removing reinforcement, etc					
1	450 x 450mm Opening through 150mm thick slab	No		3		
	Taking out and removing piping, including excavations, cutting off as necessary, holderbolts for preparation of installing new piping (piping elsewhere measured), etc					
2	Concrete/UPVC/Terracota sewer pipes	m		155		
	Excavate to expose piping for reconnection of pipes etc					
3	Holes	m3		3		
	CUTTING THROUGH FLOORS AND CEILINGS					
	Cutting through					
4	150mm Thick reinforced slab including cutting through reinforcement for 160mm external diameter pipe and making good concrete	m		11		
	Carried Forward				R	-

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	Brought Forward				R	-
	BILL 2					
	PLUMBING AND DRAINAGE					
	(WORK GROUP 146 UNLESS OTHERWISE STATED)					
	PREAMBLES					
	For preambles see "Model Preambles for Trades 2008" as issued by The Association of South African Quantity Surveyors					
	SUPPLEMENTARY PREAMBLES					
	<u>Concrete Pipes</u>					
	Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings					
	<u>Vitrified clay pipes, etc</u>					
	Pipes shall rest on solid ground and where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid					
	<u>uPVC Pipes and Fittings</u>					
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed					
	Carried Forward				R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R	-
	<u>uPVC Pipes and Fittings</u>					
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed					
	<u>uPVC Pressure Pipes and Fittings</u>					
	Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints					
	<u>Copper Pipes</u>					
	Pipes shall be hard drawn and half-hard pipes of the class stated Class 0 (thin walled hard drawn) pipes shall not be bent Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type Capillary solder fittings shall comply with ISO 2016 Only compression fittings shall be used in walls or in ground					
	<u>Lead Pipes and Traps</u>					
	All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel					
	Carried Forward				R	-

RICHMOND HOSPITAL - REPLACEMENT OF SEWER CONNECTIONS

	Brought Forward				R -
	<u>Reducing Fittings</u>				
	Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained				
	<u>Wire Gratings</u>				
	Descriptions of gutter outlets, etc shall be deemed to include wire balloon gratings				
	<u>Septic Tanks</u>				
	Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions				
	<u>Exposed Concrete Surfaces</u>				
	Exposed surfaces of concrete stormwater channels, cover slabs, inspection eve marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster				
	<u>Excavations</u>				
	No claim for rock excavation will be entertained unless the contractor has timeously notified the Quantity Surveyor thereof prior to backfilling "Soft rock" and "Hard rock" shall be as defined in The Standard Preambles to All Trades (WB20)				
	Carried Forward				R -

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	Brought Forward				R	-
	<u>Laying, Backfilling, Bedding, Etc of Pipes</u>					
	Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturer's instructions Where no manufacturer's instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L					
	Steel Sectional Water Tanks					
	Tanks shall comply with SABS CKS 114					
	<u>SOIL DRAINAGE</u>					
	<u>Class 34 Heavy duty uPVC pipes</u>					
5	160mm Pipes laid in and including trenches, backfilling of selected material from stockpiles compacted to 95% MOD AASHTO density, risk of collapse etc. exceeding 1m and not exceeding 2m deep	m	195			
	<u>Extra over Class 34 uPVC pipes for uPVC fittings</u>					
6	160mm 90 degrees bend	No	19			
7	160mm 45 degrees bend	No	6			
	<u>Precast concrete circular inspection chambers</u>					
8	Excavate for and construct 1050mm internal diameter circular precast manhole exceeding 1000mm but not exceeding 2000mm deep with heavy duty circular precast concrete rebated cover and frame, 150 mm x 1020 mm thick unreinforced concrete grade 25/19mm stone base, benching, channels, fitting precast wall units around drain pipes and making good with cement mortar, including all risk of collapse and backfilling etc on completion	No	3			
	Carried Forward				R	-

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Brought Forward				R	-
9	Excavate for and construct 1050mm internal diameter circular precast manhole exceeding 2000mm but not exceeding 3000mm deep with heavy duty circular precast concrete rebated cover and frame, 150 mm x 1020 mm thick unreinforced concrete grade 25/19mm stone base, benching, channels, fitting precast wall units around drain pipes and making good with cement mortar, including all risk of collapse and backfilling etc on completion	No	2		
<u>Square brickwork inspection chambers</u>					
10	Excavate for and construct 450 x 450mm brickwork	No	9		
11	45 x 450mm x 27kg Double seal manhole cover and	No	6		
<u>Sundries</u>					
12	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m3	14		
13	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock	m3	7		
14	Extra over excavation for pipe trenches, chambers, etc for carting away surplus material to a dumping site to be located by the Contractor	m3	139		
15	Extra over backfilling to pipe trenches, chambers, etc for 100mm thick imported sand bedding material and backfilling same to 300mm above crown of pipe.	m3	54		
16	Unreinforced concrete encasing to 160mm horizontal	m	135		
17	160mm Cast iron rodding eye complete with 300 x 300 x 200mm thick concrete surround	No	6		
18	Testing soil drainage pipe system	Item	1		
Carried Forward				R	-

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1	PRELIMINARIES	Page			
2	EXTERNAL WORKS	Page			
	SUB TOTAL				
	VALUE ADDED TAX				