

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT
ONE VOLUME APPROACH

Wentworth Hospital - Replacement of Existing Security Fence

Project Leader

KZN Department of Health
Private Bag X9051
Pietermaritzburg
Pietermaritzburg
3201
033 940 2583 - Tel Number
N/A - Fax Number
Nonkululeko.dlamini2@kznhealth.gov.za

Employer:

KZN Department of Health
Private Bag X9051
Pietermaritzburg

Tel Number: 033 940 2583
Fax Number:

Head Office

KZN Department of Health
Private Bag X9051
Pietermaritzburg
3201

Tel Number: 033 940 2583
Fax Number:

Tender Number: ZNB 9782/2021-H
CIDB Grading: 6SQ
ECDP Number: N/A

Project Code: 0
Document Date: 28-Oct-2021
Contract Period: 6 Calendar Months

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH



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HEALTH
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.gov.za

Head Office

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



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

FOR

Wentworth Hospital - Replacement of Existing Security Fence

Quantity Surveyor

Nonkululeko Dlamini
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Employer

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Pietermaritzburg
0
Tel Number: 033 940 2583
Fax Number:

Region

KZN Department of Health
Private Bag X9051
Pietermaritzburg
3201
Tel Number: 033 940 2583
Fax Number:

Tender Number: ZNB 9782/2021-H

Project Code:

CIDB Grading: 6SQ

Document Date: 28-Oct-21

ECDP Number: N/A

Wentworth Hospital - Replacement of Existing Security Fence



KWAZULU-NATAL PROVINCE

HEALTH
 REPUBLIC OF SOUTH AFRICA

THE TENDER

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IMPORTANT NOTICE TO TENDERERS

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

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

No alternativeTenders will be accepted.

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

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



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Wentworth Hospital - Replacement of Existing Security Fence

THE TENDER



Wentworth Hospital - Replacement of Existing Security Fence

PART T1. - TENDER PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER			
THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB9782/2019-H	Project Code:	
Advertisement date:	23 September 2021	Closing date:	28 October 2021
Closing time:	11:00	Validity period:	184 Calender Days

It is estimated that tenderers must have a CIDB contractor grading designation of 6SQ or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

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

<input checked="" type="checkbox"/>	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 6SQ or higher, class of construction work, are eligible to have their Tenders evaluated.</p>
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 6SQ or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 6SQ or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
<input checked="" type="checkbox"/>	Tender document must be properly received on or before the tender closing date and time specified on the Invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
<input checked="" type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input checked="" type="checkbox"/>	Certified Proof of Paid Municipal Rates and Taxes (Attach)
<input checked="" type="checkbox"/>	Certified Proof of UIF Registration (Attach)
<input checked="" type="checkbox"/>	Financial Standing and other resources of Business Declaration
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.
<input checked="" type="checkbox"/>	Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

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

Name of Tenderer: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

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

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

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS?

[Tick Applicable Box]

YES or NO

A Verification Agency Accredited by the South African Accreditation System (SANAS)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES or NO

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

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

1.		B-BBEE Status Level of Contributor		Number of Points	
(a)	Level 1	20	Points		
(b)	Level 2	18	Points		
(c)	Level 3	14	Points		
(d)	Level 4	12	Points		
(e)	Level 5	8	Points		
(f)	Level 6	6	Points		
(g)	Level 7	4	Points		
(h)	Level 8	2	Points		
(i)	Non-compliant contributor	0	Points		

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

Notes:

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

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

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

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

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

Head Office KZN Department of Health 310 Jabu Ndlovu Street Pietermaritzburg 3200

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

COMPULSORY CLARIFICATION MEETING

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

Wentworth Hospital, Maintenance Boardroom

on: **12 October 2021, 10:00am**

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

DOH Project Manager:	Ms. Nonkululeko Dlamini	Telephone no:	033 940 2583
Cell no:	065 903 6206	Fax no:	0
E-mail:	Nonkululeko.dlamini2@kznhealth.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

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

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

TENDER DOCUMENTS MAY BE:

POSTED TO:

OR

DEPOSITED IN THE TENDER BOX AT:
KZN Department of Health 310 Jabu Ndlovu Street
Pietermaritzburg 3200
Head Office

Wentworth Hospital - Replacement of Existing Security Fence

T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Project Code:	0		
Tender no:	ZNB9782/2019-H	Closing date:	28 October 2021
Closing time:	11:00	Validity period:	184 Calender Days
Clause number:	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: 'Department of Health -Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of works</p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Project Specific Construction Safety, Health and Environmental Specification</p> <p>C3.5 - Supplementary Preambles</p> <p>Part C4: Site Information</p> <p>C4.1 - Site Information</p> <p>C4.2 - Builders Lien Agreement</p> <p>Part 5: List of Drawings/Annexure's</p> <p>C5.1 - List of Drawings</p> <p>C5.2 - Standard Preambles for all Trades (Rev 3) - DOH 2009</p> <p>C5.3 - General Electrical Specifications</p> <p>C5.4 - Lightning Protection Specifications</p> <p>C5.5 - Map of Tender submission location</p> <p>C5.6 - Joint Venture Agreement</p> <p>C5.7 - Health and Safety Specification</p> <p>C5.8 - Health and Safety Bill of Quantities</p> <p>C5.9 - Builders Lien Agreement</p> <p>C5.10 - Geotechnical Investigation Report (If applicable)</p> <p>C5.11 - EPWP Employment Contract</p> <p>C5.12 - Attendance Register - Infrastructure and Other projects</p> <p>C5.13 - EPWP Data Collection tool for Phase 3 system</p>		

C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	KZN Department of Health
	Capacity:	Project Leader
	Address:	Private Bag X9051 , Pietermaritzburg , Pietermaritzburg , 3201
	Tel:	033 940 2583
	Fax:	N/A
	E-mail:	Nonkululeko.dlamini2@kznhealth.gov.za
	Responsible person:	KZN Department of Health
The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"		
C.1.6	PP2-Competitive Selection Procedure	Design by Employer
	PP2B-Open Procedure	
Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.		
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender	
<p>A contract will only be entered into with a Tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff during the contract validity of the contract.</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :</p> <p>6SQ or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 6SQ or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 6SQ or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. 		
See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.		
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.	
C.2.12	Alternative tender offer permitted:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>		

Only the complete Service as per the Bills of Quantities	
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender.
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender.
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: KZN Department of Health, 310 Jabu Ndlovu Street Pietermaritzburg 3200 as per T1.1
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents. <p>A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderer is registered with: <ul style="list-style-type: none"> i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderer submitted Authority to Sign the tender. (i) the Tenderer submitted Financial standing & other resources of Business Declaration. (j) the Tenderer submitted Equipment Schedules, if applicable. (k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderer submitted Preference Certificate, if applicable. (m) the Tenderer submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderer submitted Declaration of Interest. (o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality' as per Tender Data scheduled requirements <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.</p>
C.3.15	Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderer one copy of the signed contract document and one copy of an unpriced bills of quantities



Wentworth Hospital - Replacement of Existing Security Fence

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure F - Standard Conditions of Tender

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

F.1 General

F.1.1 Actions

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

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

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of Interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

T1.1 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interest exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Quality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the services, works or requested; or
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the Tender Bulletin for the media in which the original tender invitation was advertised.
- F.1.5.3** An Organ of State may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.3 Proposal procedure using the two stage - system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderer's shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderer's to submit tender offers in the second stage, following the issuing of procurement documents.

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the **contract data** may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

- F.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderer's proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the **tender data**. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to request from the tenderer

- F.3.1.1** Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderer's who drew procurement documents.
- F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the functionality (quality) of the technical proposals offered by tenderer's, then advise tenderer's who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderer's, who score in the functionality (quality) evaluation more than the minimum number of points for functionality (quality) stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderer's whose technical proposals failed to achieve the minimum number of points for functionality (quality).

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial Offer

In the case of a financial offer

- a) rank tender offers from the most favourable to the least favourable comparative offer, and
- b) recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest ranked tender, and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

F.3.11.3 Method 2: Financial Offer And Quality

In the case of a financial offer and quality,

- a) score each tender in respect of the financial offer made and quality offered in accordance with provisions of items 5.11.7 and 5.11.9 (of SANS 10845 - Part 3 and as detailed in F.3.11.2 Scoring financial offer and Scoring Quality), rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,
- b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845- part 3-clause 5.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845- part 3-clause 5.11.9.

- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) recommend the tenderer with the highest number of tender evaluation points to the lowest, and

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation point, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

F.3.11.4

Method 3: Financial offer And preference

In the case of a financial offer and preference;

- a) Score each tender in respect of the financial offer made and the preference claimed, if any in accordance with the provisions of SANS 10845-part 3 clauses 5.11.7 and 5.11.8,
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845-part 3 clause 5.11.7;

N_p is the number of tender evaluation points awarded for preference claimed in accordance with SANS 10845-part 3 clause 5.11.8,

- c) Rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of SANS 10845-part 3 clauses 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

$$T_{EV} = N_{FO} + N_p + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845-part 3 clause 5.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with SANS 10845-part 3 clause 5.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845-part 3 clause 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preference and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial offers

Score financial offer using the following formula:

$$N_{FO} = W_1 \times A$$

where:

N_{FO} = the number of tender evaluation points awarded for financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the tender data.

A = a number calculated using the relevant formula and option described in Table 1 as stated in the tender data.

Table 1: Formulae for calculating the value of A

Formula	Basis for comparison	Formula
1	Highest price or discount	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = P_m/P^2$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.	

F.3.11.8 Scoring preferences

Confirm that tenderer's are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderer's are not eligible for such preferences.

Calculate the total number of tender points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or

F.3.13 Acceptance of tender offer

- Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk
- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

- F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
 - b) inclusion of some of the returnable documents, and
 - c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Dispute resolution by Arbitration ONLY

Omit Following Words:

"Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected Adjudicator at the same time as the main contract is signed."

Add: All disputes shall be resolved by referring to a single Arbitrator, as per Clause 10.7. Notwithstanding any clauses in the GCC 2010 (Second Edition) referring to dispute notices, any dispute of whatsoever nature arising out of this contract concerning any of the rights and /or obligations of any matters thereto, either during the currency of the contract or after the completion thereof, including any dispute as to the validity of the contract, is hereby referred to Arbitration. The parties agree to accept the Arbitrator's award as the final decision and the award shall be deemed as final and binding upon them. The consequence of the above mentioned provisions is that NO dispute will first be referred to ADJUDICATION BUT DIRECTLY TO ARBITRATION

The arbitrator shall be:

- a) selected by agreement between the parties, or failing such agreement,
- b) appointed at the request of either party by the Chairman for the time being of the Association of Arbitrators.
- c) The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.
- d) The Arbitrator's fees and all Defence Counsel fees are fully refundable by the contractor to the Arbitrator / Employer prorata to the Award being in the Employer's favour, conversely this condition will apply should the Award be in the Contractor's favour.

F.3.16 Notice to unsuccessful tenderer's

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderer's that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderer's for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderer's or might prejudice fair competition between tenderer's.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability

F3.19.3 The transparency model must identify the criteria for selection of projects, project information

F3.19.4 The client must publish the information on a quarterly basis which contains the following

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F3.19.8 Records of such disclosed information must be retained for audit purposes.

Wentworth Hospital - Replacement of Existing Security Fence

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Project Manager:	Ms. Nonkululeko Dlamini	Tender no:	ZNB 9782/2021-H

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Returnable document	
Declaration of Interest - SBD 4	Yes	<input type="checkbox"/>
Authority to Sign Tender	Yes	<input type="checkbox"/>
Authority for Consortia or Joint Venture's to Sign Tender	Yes	<input type="checkbox"/>
Special Resolution of Consortia or Joint Venture's	Yes	<input type="checkbox"/>
Schedule of Proposed Sub-Contractors	Yes	<input type="checkbox"/>
Joint Venture Involvement Declaration	Yes	<input type="checkbox"/>
Capacity of Tenderer	Yes	<input type="checkbox"/>
Annual Financial Statement for past financial year	Yes	<input type="checkbox"/>
Site Inspection Certificate as proof for attendance of compulsory briefing meeting	Yes	<input type="checkbox"/>
Preference Certificate	Yes	<input type="checkbox"/>
Compulsory Enterprise Questionnaire.	Yes	<input type="checkbox"/>
Financial Standing and other resources of Business Declaration	Yes	<input type="checkbox"/>
Contractor's Safety, Health and Environmental Declaration.	Yes	<input type="checkbox"/>
Complete Priced Bill of Quantities	Yes	<input type="checkbox"/>
Certificate of Independent Tender Determination - SBD 9	Yes	<input type="checkbox"/>
Certified Proof of CIDB Registration Number	Yes	<input type="checkbox"/>
Contract Form - Purchase of Goods/Works - Part 1	Yes	<input type="checkbox"/>
Contract Form - Purchase of Goods/Works - Part 2	Yes	<input type="checkbox"/>
Functionality Criteria	Yes	<input type="checkbox"/>
Invitation to Tender - SBD 1	Yes	<input type="checkbox"/>

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

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

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	<input type="checkbox"/>
Certified Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	<input type="checkbox"/>
Proof of payment of Tender deposit	Yes	<input type="checkbox"/>
Certified Proof of Paid Municipal Rates and Taxes (Attach)	Yes	<input type="checkbox"/>
Certified Proof of UIF Registration (Attach)	Yes	<input type="checkbox"/>
Certified Proof of Registration Number on the Central Suppliers Database	Yes	<input type="checkbox"/>
Annual Financial Statement for past financial year	Yes	<input type="checkbox"/>
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	<input type="checkbox"/>

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

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

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	<input type="checkbox"/>
Record of Addenda to Tender Documents	Yes	<input type="checkbox"/>
Particulars of Electrical Contractor	Yes	<input type="checkbox"/>
Equipment Schedules-Mechanical / Electrical / Security Material	Yes	<input type="checkbox"/>
Schedule of Imported Materials and Equipment	Yes	<input type="checkbox"/>
Confirm Receipt of Offer and Acceptance	Yes	<input type="checkbox"/>

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Returnable document	
Bill of Quantities	Yes	<input type="checkbox"/>
Form of Guarantee	Yes	<input type="checkbox"/>
Declaration of Tenderers Past SCM Practices - SBD 8	Yes	<input type="checkbox"/>
List of Drawings/Annexure's	Yes	<input type="checkbox"/>
The National Industrial Participation Programme	Yes	<input type="checkbox"/>
Required Structure of Contractor's detailed OHSE Plan	Yes	<input type="checkbox"/>
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes	<input type="checkbox"/>
Base line Risk Assessment	Yes	<input type="checkbox"/>
Declaration Certificate for local production and content for designated sectors - SBD 6.2	No	N/A

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

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

Tender document name	Returnable	
Proof of working capital of at least 25% of project value	Yes	
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	Yes	
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	Yes	
Detailed schedule of resources at all levels	Yes	
Schedule of years of experience on similar projects	Yes	
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	Yes	
Demonstrated ability to work on an accelerated programme	Yes	
Experience in projects that have operational challenges i.e. public interface	Yes	
Submission of a detailed organogram	Yes	
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	Yes	
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	Yes	
Detailed CV of each team member (Category) and Traceable references to be detailed	Yes	
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	Yes	
Tenderer to demonstrate key/resource deployment over the various work package	Yes	
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	Yes	
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	Yes	
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	Yes	
Material storage, handling and distribution	Yes	
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	Yes	
Programme and progress reporting, including tracking of long lead procurement items	Yes	
OHS Management, compliance and reporting	Yes	
Site documentation control, filing and archiving	Yes	
Queries and information required approach	Yes	
Procurement of outsourced resources e.g. sub-contractors	Yes	
	No	N/A

T2.2 AUTHORITY TO SIGN TENDER

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

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

held at (town): _____ on (date): _____

RESOLVED that:

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

Wentworth Hospital - Replacement of Existing Security Fence

Tender Number: **ZNB 9782/2021-H**

2.
 *Mr./Mrs./Ms: _____

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

and who will sign as follows: _____ (Authorised Signatory)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

ENTERPRISE STAMP (If Any)

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

- _____
- _____
- 2. _____
- _____
- 3. _____
- _____
- 4. _____
- _____
- 5. _____
- _____
- 6. _____
- _____
- 7. _____
- _____
- 8. _____
- _____

held at: _____ (place) on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Health in respect of the following project:

Wentworth Hospital - Replacement of Existing Security Fence

Tender Number: **ZNB 9782/2021-H**

Project Code: **0**

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER

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

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

held at (town): _____ ON (date): _____

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the KZN Department of Health in respect of the following project:

Wentworth Hospital - Replacement of Existing Security Fence

Tender Number: **ZNB 9782/2021-H**

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

_____ be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

(Postal Code)

Postal Address: _____

(Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable.
- NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP (If Any)

Deemed to satisfy joint venture arrangements

Grading 2 + Grading 2 + Grading 2
Grading 3 + Grading 3 + Grading 3
Grading 4 + Grading 4
Grading 4 + Grading 3 + Grading 3
Grading 5 + Grading 5
Grading 5 + Grading 4 + Grading 4
Grading 6 + Grading 6
Grading 6 + Grading 5 + Grading 5
Grading 7 + Grading 7 + Grading 7
Grading 8 + Grading 8 + Grading 8

Designation

= 3
= 4
= 5
= 5
= 6
= 6
= 7
= 7
= 8
= 9

Tenderers who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this Tender.

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1						
	CIDB Registration Number:					
2						
	CIDB Registration Number:					
3						
	CIDB Registration Number:					
4						
	CIDB Registration Number:					
5						
	CIDB Registration Number:					
Name of authorised representative		Signature		Capacity		Date
Name of Enterprise:						

T2.7 CAPACITY OF TENDERER

Project title:	Wentworth Hospital - Replacement of Existing Security Fence	
Tender no:	ZNB 9782/2021-H	Project Code:

1. **WORK CAPACITY:** (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

1.1. **Artisans and Employees:** (*Artisans and Employees to be, or are, employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

2. PARTICULARS OF THE TENDERERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement
	Place (town)		Contract Amount (R)
	Reference / Contact person		Contract period
	Contact Tel. No.		Scheduled date of completion
2	Project Name		Date of commencement
	Place (town)		Contract Amount (R)
	Reference / Contact person		Contract period
	Contact Tel. No.		Scheduled date of completion
3	Project Name		Date of commencement
	Place (town)		Contract Amount (R)
	Reference / Contact person		Contract period
	Contact Tel. No.		Scheduled date of completion
4	Project Name		Date of commencement
	Place (town)		Contract Amount (R)
	Reference / Contact person		Contract period
	Contact Tel. No.		Scheduled date of completion
5	Project Name		Date of commencement
	Place (town)		Contract Amount (R)
	Reference / Contact person		Contract period
	Contact Tel. No.		Scheduled date of completion

2.2. Current Government sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
2	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
3	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
4	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
5	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion

2.3. Previously completed projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Date completed
2	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Date completed
3	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Date completed
4	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Date completed
5	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Date completed

Name of Tenderer	Signature of authorised representative
	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.
- This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
 - (ii) he/she has additional Human Resources available to successfully complete this project.
 - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned, _____
(name of person authorized to sign on behalf of the Tenderer)

understand that it is the responsibility of the Tenderer to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the KZN Department of Health, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201.....

 Full Name of Signatory

 Name of Enterprise

 Capacity of Signatory

 Signature of authorised representative

T2.9 PREFERENCE CERTIFICATE			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

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 beft

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all Tenders:

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

1.2 For this project the 70/30% preference point system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

(a)	Price points and	70
(b)	Functionality points	20
(c)	B-BBEE Status Level of Contribution	90

1.3.1	PRICE	70/30
1.3.2	SPECIFIC CONTRACT PARTICIPATION GOALS	
1.3.3	1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)	
	(i) Level 1	20
	(ii) Level 2	18
	(iii) Level 3	14
	(iv) Level 4	12
	(v) Level 5	8
	(vi) Level 6	6
	(vii) Level 7	4
	(viii) Level 8	2
	(ix) Non-compliant contributor	0

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

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The tenderer shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.

- 1.6 The Department reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.

2 GENERAL DEFINITIONS

- 2.1 "**All applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 "**B-BBEE**" means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**proof of B-BBEE status level of contributor**" means-
- a) the B-BBEE status level certificate issued by an authorised body or person;
 - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 "**black designated groups**" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 "**black people**" has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 "**Tender**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive Tendering process or proposals.
- 2.8 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 "**co-operative**" means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 "**designated group**" means
- a) black designated groups;
 - b) black people;
 - c) women;
 - d) people with disabilities; or
 - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 "**designated sector**" means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
- 2.12 "**Comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 "**functionality**" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.14 "**Consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 "**military veteran**" has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

- 2.16 **"Contract"** means the agreement that results from the acceptance of a Tender by an organ of state.
- 2.17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of Tender invitations and includes all applicable taxes and excise duties.
- 2.27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.32 **"rural area" means-**
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
 - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2.33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.35 **"youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

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

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

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

Where:

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

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

6 TENDER DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1. If yes, indicate:

1

(i) what percentage of the contract will be subcontracted? %

(ii) the name of the sub-contractor? _____

(iii) the B-BBEE status level of the sub-contractor? _____

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 Type of company/firm: *(insert a X in the applicable box)*

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the Tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Tenderder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1. _____

2. _____

Date: _____

Address: _____

SIGNATURE(S) OF TenderDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0
Site Inspection Date:		12 October 2021	

Please do not
before print

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

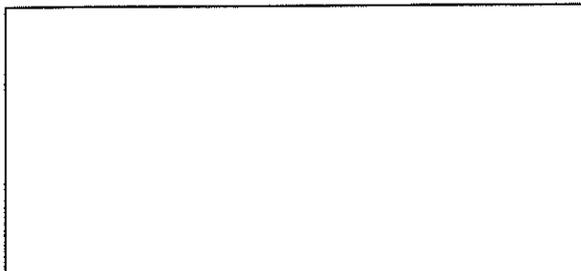
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

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

Name of Tenderer	Signature	Date

Name of DOPW Representative	Signature	Date

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



Departmental Stamp:

T2.11 DECLARATION OF INTEREST - SBD 4			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

1 Any legal person, including persons employed by the state¹, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of the possible allegations of favouritism, should the resulting Tender/quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderder or his/her/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

- 1.1 the Tenderder is employed by the state; and/or
- 1.2 the legal person on whose behalf the quotation/Tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s)/Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quotation/Tender.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/Tender document.

- 2.1 Full Name of Tenderder or his or her representative: _____
- 2.2 Identity Number: _____
- 2.3 Position occupied in the Company (director, trustee, shareholder²): _____
- 2.4 Registration Number of Company, enterprise, close corporation, partnership agreement or trust: _____
- 2.5 Tax Reference Number: _____
- 2.6 VAT Registration Number: _____
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number, tax reference number and, if applicable, employee / persal number must be indicated in paragraph 3 below.

¹"State" means –

- (a) any National or Provincial department, National or Provincial public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the Tenderder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: _____

Name of state institution to which the person is connected: _____

Position occupied in the state institution: _____

Any other particulars:

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

2.7.2.1 If yes, did you attached proof of such authority to the Tender document? YES / NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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

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

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the Tenderder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quotation/Tender?

2.9.1 If so, furnish particulars: YES / NO

2.10 Are you, or any person connected with the Tenderder, aware of any relationship (family, friend, other) between the Tenderder and any person employed by the state who may be involved with the evaluation and or adjudication of this quotation/Tender? YES / NO

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

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

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

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		Date	
Name		Position	
Tenderer			

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

Name of Electrical Contractor: _____

Address: _____

Telephone Number: _____
(Area Code)(Number)

Fax Number: _____
(Area Code)(Number)

Registration number at the Electrical Contracting Board of S.A.:	
---	--

Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

This schedule should be completed by the tenderer. *(Attach additional page(s) if more space is required)*

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location. [http://en.wikipedia.org/wiki/Bill_of_lading]*

Name of authorised representative	Signature	Date

T2.15 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have:
 - abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system;
 - or failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

Item	Question	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars: 		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars: 		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars: 		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars: 		

6 CERTIFICATION

I the undersigned (full name) _____
 certify that the information furnished on this declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of authorised representative	Signature	Date	Position

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

Project title:

Wentworth Hospital - Replacement of Existing Security Fence

Tender no:

ZNB 9782/2021-H

Project Code:

0

ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16 EQUIPMENT SCHEDULES			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

The Tenderer shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

TECHNICAL DATA:

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

TECHNICAL DATA:

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

TECHNICAL DATA:

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

Project Code: 0

EQUIPMENT SCHEDULES

TECHNICAL DATA:

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m ³ /s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

 Full Name of Signatory

 Name of Enterprise

 Capacity of Signatory

 Signature of authorised representative of Tenderer

T2.18 Compulsory Enterprise Questionnaire

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIDB registration number, if any:	
Section 4: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name			
Position			
Enterprise name			

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE
 COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

TAX CLEARANCE REQUIREMENTS

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement Tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Tendering Entity Tax Reference Number	

Name of Tenderer:

Signature of tenderer:

Date:

**T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER**

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE
COMPENSATION COMMISSIONER, TO THIS PAGE FOR
ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: ZNB 9782/2021-H

OFFER

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

Wentworth Hospital - Replacement of Existing Security Fence

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

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

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

Amount (in words):	
Amount in figures:	R

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

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			Date

ACCEPTANCE

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

The terms of the contract, are contained in:

8 70

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

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

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Details:

1.1.2. Subject:

Details:

1.1.3. Subject:

Details:

1.1.4. Subject:

Details:

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

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

T2.21a CONFIRMATION OF RECEIPT

Wentworth Hospital - Replacement of Existing Security Fence

Tender no.:	ZNB 9782/2021-H	Project Code:	0
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The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE UIF TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your tender

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderDERS AND SUCCESSFUL TenderDERS (CONTRACTORS)

- 3.1 Tenderders are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderders (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderder (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	_____	Closing date:	_____
Name of tenderer:	_____		
Postal address:	_____ _____		
Signature:	_____	Name (in print):	_____
Date:	_____		

T2.26 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION - SBD 9			
Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

1. This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive Tendering is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

² Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

ZNB 9782/2021-H - Wentworth Hospital - Replacement of Existing Security Fence

(Tender Number and Description)

in response to the invitation for the tender made by:

KZN Department of Health

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of : _____ that :
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the Tenderder to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderder;
 4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderder to determine the terms of, and to sign the Tender, on behalf of the Tenderder;
 5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderder, whether or not affiliated with the Tenderder, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderder and/or is in the same line of business as the Tenderder
 6. The Tenderder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
 9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderder, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- ³ 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.

Signature

Date

Position

SO

Name of Tenderder

T2.27 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Bid no:	ZNB 9782/2021-H	Project Code:	0

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

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.28 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

T2.29 - PROOF OF PAYMENT OF Tender DEPOSIT

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE Tender DEPOSIT BY THE TENDERER, TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the tender deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Public Works (Department of Public Works; Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNB 9782/2021-H at the price/s
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to tender;
 - Tax Compliance Status (TCS) PIN;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Tenderer's past SCM practices;
 - Certificate of Independent Tender Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): _____
CAPACITY: _____
SIGNATURE: _____
NAME OF FIRM: _____
DATE: _____

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

T2.32 - OHSE PLAN STRUCTURE

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

Wentworth Hospital - Replacement of Existing Security Fence

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE PLAN STRUCTURE AS RECEIVED FROM THE KZN DoPW OFFICIAL APPOINTED TO THE PROJECT OR AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	Wentworth Hospital - Replacement of Existing Security Fence
Tender no:	ZNB 9782/2021-H
Project Code:	0

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE CLIENT SPECIFIC REQUIREMENTS AS RECEIVED FROM THE KZN DoPW OFFICIAL APPOINTED TO THE PROJECT OR AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.

T2.34 - BASELINE RISK ASSESSMENT

Project title:	Wentworth Hospital - Replacement of Existing Security Fence		
Tender no:	ZNB 9782/2021-H	Project Code:	0

NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC BASELINE RISK ASSESSMENT AS RECEIVED FROM THE KZN DOPW OFFICIAL APPOINTED TO THE PROJECT OR AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.

T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2

This Standard Tender Document (SBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific Tendering condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where;

x is the imported content in Rand
 y is the Tender price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00, on the date of advertisement of the Tender as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A Tender may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the Tender documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
	%
	%
	%

3. Does any portion of the services, works or goods offered have any imported content?

Yes		No	
-----	--	----	--

(Tick applicable box)

3.1. If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00, on the date of advertisement of the Tender.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY	
IN RESPECT OF TENDER NO.	ZNB 9782/2021-H
ISSUED BY:	_____
	<i>(Procurement Authority / Name of Institution):</i>
NB	_____
1	The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderder.
2	Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp . Tenderders should first complete Declaration D. After completing Declaration D, Tenderders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Tenderders for verification purposes for a period of at least 5 years. The successful Tenderder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of Tenderer entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286:2011;

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Tender price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the Tender is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

T2.36 - Functionality Criteria

The Bidder needs to score a minimum of 80 points for the functionality criteria to be considered responsive for this Bid. This form must be returned with the other returnable documents.

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Quality and functionality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Points Scoring
1. Financial Standing The Bidder must atleast score 60% in Financial Standing in order to be considered responsive	The submission of all financial requirements stipulated in the tender	30 Points	10 Sub-points	available capital of atleast 10% of tender value	10 Proof of working capital of atleast 10% of tender value
					5 Proof of working capital is between 5% - 9% of the tender value
					0 Proof of working capital of less than 5% of tender value
					10 Credit is more than or equal to 10% of the tender value
5 Credit is between 5% - 9% of the tender value					
0 Credit is below 5% of the tender value					
2. Competency, Experience and Resource Capacity The Bidder must atleast score 50% in Competency, Experience and Resource Capacity in order to be considered responsive	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	30 Points	10 Sub-points	Detailed schedule of resources at all levels	10 Key project resources: Director, Technical Manager, Foreman, OHSE, 2 Trade tested Artisans or more
					5 Key project resources: Director, Foreman, OHSE, 2 Trade tested Artisans or more
					0 Not adequately resourced.
					10 Organisation's schedule of years of experience on similar projects
5 3 > 5 years					
3 2 > 3 years					
0 Below 2 years					
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrate extensive experience, together with a project implementation structure that be allocated maximum sub-points.	30 Points	10 Sub-points	Submission of a detailed organogram of key project resources	10 Submission of a detailed project organogram that shows roles and responsibilities of each key technical team member that will be allocated to this project.
					0 No or irrelevant submission, does not meet requirement
					15 Detailed CV of each key project resources have more than (3) years' experience in projects of a similar nature and traceable references.
					10 80 - 99% of Technical resources on the project organogram has a minimum of 3 years experience on similar scoped projects.
5 50 - 79% of Technical resources on the project organogram has a minimum of 3 years experience on similar scoped projects.					
0 less than 50% of Technical resources on the project organogram has a minimum of 3 years experience on similar scoped projects.					
4. Methodology and Approach	Detailed method statement and programme to be submitted.	10 Points	10 Sub-points	Working Programme detailing on the sequence of works and indicating milestones	10 Submission of detailed programme
					0 No or irrelevant submission, does not meet requirement

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BIDER			
Evaluation Criteria	Delivarables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 80 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	- Level 1 Contributor	20	Points
	- Level 2 Contributor	18	Points
	- Level 3 Contributor	14	Points
	- Level 4 Contributor	12	Points
	- Level 5 Contributor	8	Points
	- Level 6 Contributor	6	Points
	- Level 7 Contributor	4	Points
	- Level 8 Contributor	2	Points
	- Non-Compliant Contributor	0	Points

**PART A
 INVITATION TO TENDER - SBD 1**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS

TENDER NUMBER:	ZNB 9782/2021-H	CLOSING DATE:	44497	CLOSING TIME:	11:00
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DESCRIPTION

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes	
	No			No	
If YES, State the name of the verification agency accredited by SANAS					

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES	YES		NO	
	[IF YES ENCLOSE PROOF]					[IF YES ANSWER PART B:3 BELOW]			

SIGNATURE OF TENDERER	DATE
-----------------------	------

CAPACITY UNDER WHICH THIS TENDER IS SIGNED
 (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED	TOTAL TENDER PRICE (ALL INCLUSIVE)
-------------------------------	------------------------------------

TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

PART B

TERMS AND CONDITIONS FOR TenderDING - SBD 1

1. Tender SUBMISSION:

1.1. Tenders MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE Tenders WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL Tenders MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. TenderDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TenderDING INSTITUTION.

1.4. WHERE A TenderDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE Tender DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TenderDING INSTITUTION.

1.5. THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 TenderDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TenderDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 TenderDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE Tender.

2.5 IN Tenders WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE TenderDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO TenderDING FOREIGN SUPPLIERS

3.1. IS THE TenderDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TenderDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TenderDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TenderDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE Tender INVALID.

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS**



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

Wentworth Hospital - Replacement of Existing Security Fence

Project Leader

KZN Department of Health
Private Bag X9051
Pietermaritzburg
Pietermaritzburg
3201
033 940 2583 - Tel Number
N/A - Fax Number
Nonkululeko.dlamini2@kznhealth.gov.za

Employer:

KZN Department of Health
Private Bag X9051
Pietermaritzburg

Tel Number: 033 940 2583
Fax Number:

Head Office

KZN Department of Health
Private Bag X9051
Pietermaritzburg

3201
Tel Number: 033 940 2583
Fax Number:

Project Code:

Document Date: 28 October 2021

CIDB Grading: 6SQ

ECDP Number: N/A

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

Wentworth Hospital - Replacement of Existing Security Fence

THE CONTRACT

Wentworth Hospital - Replacement of Existing Security Fence

C1 - AGREEMENT AND CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNB 9782/2021-H

Wentworth Hospital - Replacement of Existing Security Fence

C.1.1 - FORM OF OFFER AND ACCEPTANCE

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

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

Wentworth Hospital - Replacement of Existing Security Fence

C1.2 - CONTRACT DATA

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

CONTRACT DATA FOR:

Wentworth Hospital - Replacement of Existing Security Fence

Tender no: ZNB 9782/2021-H

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

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

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

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

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

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15]

Employer:

KZN Department of Health

Postal address:

Private Bag X9051

Pietermaritzburg

3200

Tel: 0

Fax: 033 940 2583

[1.2.1.2]

Physical address:

35 Hyslop Road, Townhill Office Park

Pietermaritzburg

3200

[1.1.1.16]

Employers Agent 1

[Agents Name]

Agent's service:

[Identify Agent's Service, eg. Engineer]

Postal address:

[P.O. Box number]

[Name of town]

[Code]

Tel: [Tel Number including Area Code]

Fax: [Fax Number including Area Code]

Employers Agent 2

Nonkululeko Dlamini

Agent's service:

Quantity Surveyor

Postal address:

35 Hyslop Road, Townhill Office Park

Private Bag X9051

3200

Tel: 065 903 6206

Fax: N/A

Employers Agent 3

Musa Ngcobo

Agent's service:

Civil Engineer

Postal address:

Private Bag X9051

Pietermaritzburg

3200

Tel: 076 634 6336

Fax: N/A

Employers Agent 4

[Agents Name]

Agent's service:

[Identify Agent's Service, eg. Engineer]

Postal address:

[P.O. Box number]

[Name of town]

[Code]

Tel: [Tel Number including Area Code]

Fax: [Fax Number including Area Code]

Tender no: ZNB 9782/2021-H											
	<p>Employers Agent 5 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number Including Area Code] Fax: [Fax Number Including Area Code]</p>										
	<p>Employers Agent 6 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number Including Area Code] Fax: [Fax Number Including Area Code]</p>										
	<p>Employers Agent 7 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number Including Area Code] Fax: [Fax Number Including Area Code]</p>										
	<p>Employers Agent 8 [Agents Name]</p> <p>Agent's service: [Identify Agent's Service, eg. Engineer]</p> <p>Postal address: [P.O. Box number] [Name of town] [Code]</p> <p>Tel: insert [Tel Number Including Area Code] Fax: [Fax Number Including Area Code]</p>										
PART 1: DATA PROVIDED BY THE EMPLOYER											
[1.1.1.13]	<p>Defects Liability Period</p> <p>The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works</p>										
Latent Defect Period											
[5.16.3]	<p>The latent defect period is: <input type="text" value="5 years after the Final Approval Certificate"/></p>										
Documentation required before Commencement of the Works:											
[5.3.1]	The documentation required before commencement with the Works execution are;										
[4.3]	<table border="1"> <tr> <td>Health and Safety Plan</td> <td>The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> </table>	Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.								
Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
[5.6]	<table border="1"> <tr> <td>Initial Programme</td> <td>The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> </table>	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.								
Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.										
[6.2]	<table border="1"> <tr> <td>Guarantee</td> <td>The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> </table>	Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.								
Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
[8.6]	<table border="1"> <tr> <td>Insurance</td> <td>The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> <tr> <td>Cash flow by contractor</td> <td>The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> <tr> <td>Priced Bill of Quantity</td> <td>The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.</td> </tr> <tr> <td>Programme</td> <td>The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3</td> </tr> <tr> <td>Other requirements</td> <td></td> </tr> </table>	Insurance	The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.	Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3	Other requirements	
Insurance	The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.										
Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3										
Other requirements											
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: <input type="text" value="14"/> calendar days										

	Non-Working days	
[5.8.1]	Non-Working days	Sundays
	Special non- working days	All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences	16-Dec-16
	ends	09-Jan-17
	Second Year end break - commences	N/A
	ends	N/A
	Third Year end break - commences	N/A
	ends	N/A
	Fourth Year end break - commences	N/A
	ends	N/A
	Engineer/Principal Agent to consult with Employer	
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.	
	Security	
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.	
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option	
	Commencement Date	
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.	
	<p><i>The Agreement comes into effect on the date when;</i> <i>The tenderer receives one fully completed original copy of this document , including the Schedule of Deviations (if any)</i></p> <p><i>The agreement ("this document") consists of;</i> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.</p> <p><i>(See Form of Offer and Acceptance)</i></p>	
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.	
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.	
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.	
	CONTRACT DETAILS	
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.	
[1.1.1.30]	Site description: Refer to document C4 – Site Information.	
	Specific options that are applicable to a State organ only Where so :	
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply	
	2) Lateral support insurance to be effected by the contractor:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	3) Payment will be made for materials and goods	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4) Dispute resolution by litigation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5) Extended defects liability period applicable to the following elements:	Electrical, Mechanical and Civil work
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	R0.00
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price	
[8.6.1.3]	The limit for indemnity for liable insurance is:	Unlimited
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is:	33.30%
[1.1.1.14]	Practical Completion Date	
	The Practical Completion date is: A time measured from the Commencement date.	
	For the works as a whole: The whole of the works shall be completed within:	19 Months (which shall be deemed to include all Non - Working Days, Special Non - Working Days and the year-end Builders Annual Industry Holiday Periods).
[5.5.1]	The date for practical completion shall be	To be determined
[5.13.1]	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10

	<p>For the works in sections:</p> <p>The date for practical completion from the commencement date and the penalty per calendar day:</p> <p>Portion 1:</p>
[5.5.1] [5.13.1]	<p>3 Calendar Months</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
	<p>Portion 2:</p>
[5.5.1] [5.13.1]	<p>N/A</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
	<p>Portion 3:</p>
[5.5.1] [5.13.1]	<p>N/A</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
	<p>Portion 4:</p>
[5.5.1] [5.13.1]	<p>N/A</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
	<p>Portion 5:</p>
[5.5.1] [5.13.1]	<p>N/A</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
	<p>Portion 6:</p>
[5.5.1] [5.13.1]	<p>N/A</p> <p>0.04% of the Contract Price, rounded to the nearest R10</p>
[1.3.2]	<p>The law applicable to this agreement shall be that of the: Republic of South Africa</p>
[6.10.1.5]	<p>The percentage advance on materials not yet built into the Permanent Works is: <input type="text" value="80.00%"/></p>
[6.10.3]	<p>Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</p> <p>Maximum retention is: <input type="text" value="0.00%"/> of the Contract Price</p>
[6.8.1]	<p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p>
[6.8.2] [6.8.3]	<p>Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 Indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."</p>
[6.8.2] [6.8.3]	<p>Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP) (Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.</p>
[5.14.5]	<p>The following clause must be added to clause 5.14.5:</p> <p>[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>
[10.5] [10.5.3]	<p>The determinations of disputes shall be by ARBITRATION ONLY.</p> <p>The number of Adjudication Board Members to be appointed is: <input type="text" value="One"/></p> <p>Replace the last part of the clause with the following: ".on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."</p>
[10.9.1]	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</p> <ol style="list-style-type: none"> Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted. <p>Alternative Indices: Not Applicable</p> <p>Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition</p>
[1.1]	<p>Clause</p> <p>[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
	<p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <ol style="list-style-type: none"> In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

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

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

9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

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

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

Tender no: ZNB 9782/2021-H Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:

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

1 CONTRACT DETAILS

[1.1.1.9] Contractor Name: _____

[1.2.1.2] Postal address: _____

Tel no: _____ Fax no: _____

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

Physical address: _____

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

[Amount in words]

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

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

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

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

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

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

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

Alternative A

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

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

Sectional Completion : Subdivision of Preliminaries Costs

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

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

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

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

or

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO *yes / no*

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

2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes

No

Lump Sum document :

Yes

No

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable

YES or NO

2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

YES or NO

2.4 DESIGN PROCEDURES

Not applicable

YES or NO

Contract drawings:
Other documents:

Yes

No

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

YES

GUARANTEE OPTIONS

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

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

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

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

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

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

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

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

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

3 SIGNATURES OF THE CONTRACTING PARTIES

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

Name of signatory

for and behalf of the Employer who by signature hereof

Capacity of signatory

as Witness.

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

Name of signatory

for and behalf of the Contractor who by signature hereof

Capacity of signatory

as Witness.

Wentworth Hospital - Replacement of Existing Security Fence

C1.3 - FORM OF GUARANTEE

**C1.3 PERFORMANCE GUARANTEE -
GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)**

Head Office
KZN Department of Health:

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNB 9782/2021-H

Project Code 0

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means: _____

"Engineer" means: _____

"Works" means:

Wentworth Hospital - Replacement of Existing Security Fence
--

"Site" means: _____

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words:

--

"Guaranteed Sum" means: The maximum aggregate amount of: 10% _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at	_____
Date	_____
Guarantor's signatory (1)	_____
Capacity	_____
Guarantor's signatory (2)	_____
Capacity	_____
Witness signatory (1)	_____
Witness signatory (2)	_____