

# 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

## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

### **Project Leader**

KZN Department of Health - Infrastructure Development  
Private Bag X 9051  
Pietermaritzburg  
Pietermaritzburg  
3200  
0357876204 - Tel Number  
samkelisiwe.chonco@kznhealth.gov.za

### **Employer:**

Head: Department of Health  
KZN Department of Health  
Private Bag X 9051  
**Pietermaritzburg**  
3200  
Tel Number: 033 - 940 2400

Tender Number: ZNB 5157/2024-H  
CIDB Grading: 5GB

Document Date: 45594  
Contract Period: 8 Calendar Months

Contracting Party: \_\_\_\_\_  
CIDB Registration number: \_\_\_\_\_  
Central Suppliers Database Registration Number: \_\_\_\_\_

## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT



### THE TENDER

#### 1. **PART T1: TENDER PROCEDURES**

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Annexure C - Standard Conditions of Tender

#### 2. **PART T2: RETURNABLE DOCUMENTS**

T2.1	List of Returnable Documents
T2.2	Authority to Sign Tender (T2.2)
T2.3	Authority for Consortia or Joint Venture's to Sign Tender (T2.3)
T2.9	Preference Points Claim - SBD 6.1 (T2.9)
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)
T2.11	Bidder's Disclosure - SBD 4 (T2.11)
T2.11a	Clarity on Declaration of Interest SBD 4(a)
T2.12	Record of Addenda to Tender Documents (T2.12)
T2.14	Schedule of Imported Materials and Equipment (T2.14)
T2.17	Contractor's Safety, Health and Environmental Declaration. (T2.17)
T2.18	Compulsory Enterprise Questionnaire (T2.18)
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)
T2.20	Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)
T2.22	Complete Priced Bill of Quantities
T2.24	Proof of UIF Registration - Not Applicable (T2.24)
T2.25	The National Industrial Participation Programme (T2.25)
T2.27	Proof of Registration Number on the Central Suppliers Database (T2.27)
T2.28	Proof of CIDB Registration Number (T2.28)
T2.29	Mandatory Technical Requirements
T2.30	Contract Form - Purchase of Goods/Works - Part 1
T2.31	Contract Form - Purchase of Goods/Works - Part 2
T2.32	Required Structure of Contractor's detailed OHSE Plan

T2.33	Client's specific requirements for the Contractor's detailed OHSE Plan
T2.34	Baseline Risk Assessment
T2.35	Not applicable
T2.36	Functionality Criteria (T2.36)
T2.37	Invitation to Tender - SBD 1

## THE CONTRACT

### 3. **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee

### 4. **PART C2: PRICING DATA**

C2.1	Pricing Instructions
C2.2	Bills of Quantities

### 5. **PART C3: SCOPE OF WORKS**

C3.1	Scope of Works
C3.2	Specification for HIV/AIDS awareness
C3.3	HIV/STI Compliance report

### 6. **PART C4: SITE INFORMATION**

C4.1	Site Information
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### 7. **DRAWINGS**

C5.1	List of Drawings
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### 8. **ANNEXURES**

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 6	Health and Safety Specification
Annexure 7	Health and Safety Bill of Quantities
Annexure 8	Builders Lien Agreement
Annexure 9	Geotechnical Investigation Report (If applicable)
Annexure 10	EPWP Employment Contract
Annexure 11	Attendance Register - Infrastructure and Other projects
Annexure 12	EPWP Data Collection tool for Phase 3 system

### **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"**

**All amendments issued for this tender must be downloaded from the website stated in the tender advertisement.**

**Tenderers are to ensure that all returnable documents as stated in T2.1, items 1 to 5, are submitted to avoid disqualification. Furthermore, tenderers are to ensure that all documents stated in T2.1, item 6, are submitted in order to be evaluated for functionality as per the requirements of T2.36.**



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **The Tender**



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **PART T1. - TENDER PROCEDURES**



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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

<b>T1.1 TENDER NOTICE AND INVITATION TO TENDER</b>			
<b>THE KZN DEPARTMENT OF HEALTH INVITES TENDERS FOR THE PROVISION OF:</b>			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>
<b>Advertisement date:</b>	<b>20 September 2024</b>	<b>Closing date:</b>	<b>29 October 2024</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Days</b>

It is estimated that tenderers must have a CIDB contractor grading designation of 5GB 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.

<input checked="" type="checkbox"/>	All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status will be considered as the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.
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**Only Tenderder's who are responsive to the following responsiveness criteria are eligible to submit Tenders:**

<input checked="" type="checkbox"/>	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 : 5GB or higher, class of construction work, are eligible to have their Tenders evaluated.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 5GB or higher, class of construction work; or 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : <b>5GB</b> 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.
<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 type="checkbox"/>	Proof of UIF Registration - Not Applicable (T2.24)
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire (T2.18)
<input checked="" type="checkbox"/>	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

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

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

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

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

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



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

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 ☐

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

**THE TENDER SHALL BE EVALUATED IN THREE (3) STAGES. THE STAGES ARE AS FOLLOWS:**

STAGE 1 - Administrative compliance: All mandatory returnable documents have been submitted and are compliant; the tender documentation has been fully completed and signed. This must include mandatory requirements as indicated below (T2.1), if applicable. The bidder who did not submit administrative and mandatory requirements will be treated as non-responsive and will not progress to the next evaluation stage

STAGE 2 - Evaluation of functionality criteria: As stated in T2.36 (if applicable). Tenderers are required to submit the stated documents and achieve the minimum stated score to proceed to the next Stage of evaluation. The bidder who did not submit administrative and mandatory requirements will be treated as non-responsive and will not progress to the next evaluation stage

STAGE 3 - Evaluation of price and preference points

**Notes**

**T2.1: Returnable Documentation**

List of returnable documents include the following:

- Returnable schedules required for tender evaluation purposes
- Documents required for the evaluation of mandatory technical criteria (if applicable)
- Documents required for the evaluation of functionality

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022:

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

<b>NOTE</b>		Refer to T2.36 - Functionality Criteria	
Functionality requirement:		60	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
<b>Preference points system:</b>			
<b>Preferences are offered to Tenderer's who have attained the following in accordance with the table below:</b>			
<b>1. Specific goals (according to the PPPFA):</b>			
(a)	In terms of Race, full, partial or combination of points may be allocated to companies who are at least 51% Owned by Black People	20	Points
<b>Total must equal 10 or 20 points</b>		<b>20</b>	<b>Points</b>

**Notes:**

- 1 The successful Tenderer will be required to sign a contract.
- 2 Tenderers 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 Tender box is generally open during official working hours.
- 4 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 5 THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 6 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.
- 7 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.
- 8 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 :

**Department of Health Central Supply Chain 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.

**COMPULSORY CLARIFICATION MEETING**

It is vital that a technically qualified and knowledgeable member from the tenderer's firm attends the compulsory site clarification meeting.

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

**Ceza hospital – Echibini Road – Ceza**

on: **Wednesday, 9 October 2024**

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

DOH Project Manager:	SAMKELISIWE CHONCO	Telephone no:	0357876204
Cell no:	0658412351		
E-mail:	samkelisiwe.chonco@kznhealth.gov.za		

**DEPOSIT / RETURN OF TENDER DOCUMENTS:**

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

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

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

**TENDER DOCUMENTS MAY BE:**

<b>DEPOSITED IN THE TENDER BOX AT:</b>
<p>Tender Advisory Services</p> <p>Supply Chain Management, Head Office</p> <p>310 Jabu Ndlovu Street</p> <p>Pietermaritzburg</p> <p>3200</p>



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **T1.2 - TENDER DATA**

T1.2 TENDER DATA			
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Project Code:	222768		
Tender no:	ZNB 5157/2024-H	Closing date:	29 October 2024
Closing time:	11:00	Validity period:	84 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 <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>). Refer to Conditions of Tender as contained within 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>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <b>T2.1 - Returnable Schedule</b>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of works</b></p> <p>C3.1 - Scope of Works</p> <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>		

	<b>Part C4: Site information</b>	
	C4.1 -	Site Information
	C4.2 -	Builders Lien Agreement
	<b>Part 5: List of Drawings/Annexure's</b>	
	C5.1 -	List of Drawings
	C5.2 -	Standard Preambles for all Trades (Rev 3) - DOH 2009
	C5.3 -	General Electrical Specifications
	C5.4 -	Lightning Protection Specifications
	C5.5 -	Map of Tender submission location
	C5.6 -	Joint Venture Agreement
	C5.7 -	Health and Safety Specification
	C5.8 -	Health and Safety Bill of Quantities
	C5.9 -	Builders Lien Agreement
	C5.10	Geotechnical Investigation Report (If applicable)
	C5.11	EPWP Employment Contract
	C5.12	Attendance Register - Infrastructure and Other projects
	C5.13	EPWP Data Collection tool for Phase 3 system
C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	<b>KZN Department of Health - Infrastructure Development</b>
	Capacity:	<b>Project Leader</b>
	Address:	<b>Private Bag X 9051 , Pietermaritzburg , Pietermaritzburg , 3200</b>
	Tel:	<b>0357876204</b>
	E-mail:	<b>samkelisiwe.chonco@kznhealth.gov.za</b>
	Responsible person:	<b>SAMKELISIWE CHONCO</b>
C.1.6	<b>PP2-Competitive Selection Procedure</b>	<b>Design by Employer</b>
	<b>PP2B-Open Procedure</b>	
	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>	
C.2.1	For eligibility refer to <b>T1.1 Tender Notice and Invitation to Tender</b>	
	This project is an EPWP project and the tenderer is advised to price accordingly.	
	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 : 5GB or higher class of construction work, are eligible to have their tenders evaluated.	
	Joint ventures are eligible to submit tenders provided that:	
	1 every member of the joint venture is registered with the CIDB;	
	2 the lead partner has a contractor grading designation in the 5GB 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 : 5GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.	
	<b>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.</b>	

C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.12	<p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <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>
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.15	The closing time for submission of tender offers is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.16	The tender offer validity period is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers <b>do not</b> have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to <b>List of Returnable Schedules</b> and <b>Scope of Works</b> to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>KZN Department of Health, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid</b>
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"> <li>a) complies with the requirements of the Conditions of Tender.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the Tender documents.</li> </ul> <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"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <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><b>Tender offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation as is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active"</li> <li>(c) 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.</li> <li>(d) 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</li> <li>(e) the Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and received a written warning/notice or has been terminated on any contract, in the past 5 years with the KZN Department of Health</li> </ul> </li> <li>(f) the Tenderer is registered with: <ul style="list-style-type: none"> <li>i) the Workmen's Compensation Fund</li> </ul> </li> <li>(g) the Tenderer submitted Authority to Sign the tender.</li> <li>(h) the Tenderer submitted Financial Standing &amp; other resources of Business Declaration.</li> <li>(i) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance.</li> <li>(j) the Tenderer submitted proof of Preference, if applicable.</li> <li>(k) the Tenderer submitted the fully completed Bill of Quantities including Final Summary at tender closing.</li> <li>(l) the Tenderer submitted a completed Bidder's Disclosure (SBD4).</li> <li>(m) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting.</li> <li>(n) the Tenderer submitted deliverables required to assess any stated mandatory criteria.</li> <li>(o) the Tenderer has incorporated all issued addenda (if applicable) into their submitted tender document and/or has complied with any instructions given through issued addenda.</li> </ul> <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.





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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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

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

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

### C.1 General

#### C.1.1 Actions

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

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

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

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

#### C.1.2 Tender Documents

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

#### Interpretation

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

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

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

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

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

#### **C.1.6.3.1**

##### **Option 1**

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

#### **F.1.6.3.2**

##### **Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

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

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.
- C.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**  
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

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

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

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

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

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

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

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

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

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

**C.3.5 Two-envelope system**

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

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

**C.3.6 Non-disclosure**

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

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

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

**C.3.8 Test for responsiveness**

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

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

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

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

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



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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

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

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

#### C.3.11.1 General

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

### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **contract data**, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

**C.3.14 Prepare contract documents**

**C.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.

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

**C.3.15 Complete Adjudicator's Contract**

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.

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.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 contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers 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 tenderers or might prejudice fair competition between tenderers.



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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## **PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Project Manager:</b>	<b>SAMKELISIWE CHONCO</b>	<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>

### STAGE 1 VERIFICATION: MINIMUM MANDATORY / COMPULSORY REQUIREMENTS FOR TENDER EVALUATION PURPOSES

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

Document name	Returnable document	
Invitation to Tender - SBD 1 (T2.37)	Yes	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Clarity on Declaration of Interest SBD 4 (a) (T2.11a)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	No	N/A
Special Resolution of Consortia or Joint Venture's (If applicable) (T2.4)	No	N/A
Joint Venture Involvement Declaration (If applicable) (T2.5)	No	N/A
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Contractor's Safety, Health and Environmental Declaration. (T2.17)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Proof of UIF Registration - Not Applicable (T2.24)	No	N/A
The National Industrial Participation Programme (T2.25)	Yes	
Proof of Registration Number on the Central Suppliers Database (T2.27)	Yes	
Complete Priced Bill of Quantities	Yes	

### DOCUMENTS REQUIRED FOR THE EVALUATION OF MANDATORY TECHNICAL CRITERIA (IF APPLICABLE) - T2.29

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

Tender document requirement	Returnable	
Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience. Letters of award to be attached and practical completion certificate for completed projects in the preceding 8 years	Yes	
Tenderer to submit the curriculum vitae that demonstrates extensive experience	Yes	
Curriculum Vitae that demonstrates extensive experience of asbestos roof inspector and inspector latest certificate	Yes	

**Note:**

>The documents, as stated in the above table if applicable, must be submitted with the tender by the closing date and time as determined by the KZN Department of Health. Should these documents not be submitted by the tenderer as required, then the tender will be declared as non-responsive and will be disqualified. Should the tenderer submit the required documentation but the evaluation committee requires further clarity/information to conduct their assessment, then the tenderer may be contacted to provide this additional information failing which the tenderer shall be eliminated from the evaluation process.

## STAGE 2 DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY - T2.36

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

Tender document requirement	Returnable	
Tenderer to submit the curriculum vitae that demonstrates extensive experience	Yes	
	Yes	

## STAGE 3 EVALUATION OF PRICE AND PREFERENCE - T2.9

The Department has identified the following specific goal:

- full points(20 points) to companies who are at least 51% Owned by Black People

Ownership verification will be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC), using Municipal Local Economic Development Database, Confirmation Letters from Municipality and councillors

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

Document name	Returnable document	
Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details	Yes	

## 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:**

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

### CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

Tender Number: **ZNB 5157/2024-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 **copy of the Founding Statement** of such corpora - tion must be attached to this tender.

**ENTERPRISE STAMP** (If Any)

<b>T2.9 PREFERENCE POINTS CLAIM - SBD 6.1</b>			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

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

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

**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, 2022.**

**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 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price points and	80
(b) Specific Goals	20

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

## 2 DEFINITIONS

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

## 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

80/20 90/10

Where:

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

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

80/20 90/10

Where:

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



#### 4 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) 3any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

The specific goals allocated points in terms of this tender	Number of points allocated 80/20 system	Number of points claimed 80/20 system (To be completed by the tenderer)
Companies who are at least 51% Owned by Black People	20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm: \_\_\_\_\_

4.4 Company registration number: \_\_\_\_\_

#### 4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

T2.10 SITE INSPECTION MEETING CERTIFICATE			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>
<b>Site Inspection Date:</b>		<b>09 October 2024</b>	

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 my representative is technically capable and knowledgeable to represent my company in the meeting. I further confirm that my representative's attendance at this site meeting, shall be deemed conclusive proof that my Enterprise is fully aware of what was said and discussed at this meeting.

Name of Tenderer	Signature	Date

Name of DOH Representative	Signature	Date

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



Departmental Stamp:

T2.11 BIDDER'S DISCLOSURE - SBD 4			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES / NO**

2.2.1 If so, furnish particulars:

---



---

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

- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES / NO**

- 2.3.1 If so, furnish particulars:

---



---

### 3. DECLARATION

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

<b>T2.11a CLARITY ON DECLARATION OF INTEREST SBD 4 (a)</b>			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

#### **1. LEGISLATION ON DISCLOSURE OF INTEREST**

The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”

Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”

Treasury Regulations 16A8.4 further indicates that “If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract.”

#### **2. CLARITY ON HOW TO DISCLOSE**

Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.

For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

**BIDDER SURNAME AND INITIALS**

**SIGNATURE**

**DATE**

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

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

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

Attach Additional Pages if more space is required

**If it is found that the Tenderer has failed to incorporate any addendum into their tender document, the tender will be deemed non-responsive**

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

## T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

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 Health 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



<b>T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION</b>			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

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			
<b>Project title:</b>	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
<b>Tender no:</b>	ZNB 5157/2024-H	<b>Project Code:</b>	222768

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.

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

**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: -**

**Section 10: -**

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.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			
<b>Position</b>			
<b>Enterprise name</b>			

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

<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

**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](http://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](http://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:

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

**Name of Tenderer:** .....

**Signature of tenderer:** .....

**Date:** .....

<b>T2.20 PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER</b>
--

Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Tender no:	ZNB 5157/2024-H	Project Code:	222768

## T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: ZNB 5157/2024-H

### OFFER

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

#### CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

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

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

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

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

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

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

## ACCEPTANCE

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

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

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

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

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

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

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

## Schedule of Deviations

### Notes:

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

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

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

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

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

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

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

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

<b>Project title:</b>	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
<b>Tender no:</b>	ZNB 5157/2024-H	<b>Project Code:</b>	222768

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES



**T2.24 - PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
<b>Tender no:</b>	ZNB 5157/2024-H	<b>Project Code:</b>	222768

**CURRENTLY NOT APPLICABLE**

## T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### 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: _____	

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

<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Bid no:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>

T2.28 - PROOF OF CIDB REGISTRATION NUMBER			
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Tender no:	ZNB 5157/2024-H	Project Code:	222768

## T2.29 MANDATORY TECHNICAL CRITERIA

The following section contains the Mandatory Technical requirements for this bid and may include but is not limited to equipment/plant requirements, personnel requirements, minimum level of experience, professionals required, certifications required, minimum financial requirements, etc. Should the tenderer fail any of the criteria in T2.29, the tender will be deemed non-responsive and will be excluded from further evaluation. This evaluation forms part of Stage 1.

### T2.29 Mandatory Technical Criteria

**Successful tenderers must pass all technical criteria as set out below. If below table is blank then Mandatory Technical Criteria is not applicable on this tender.**

Criteria	Deliverable Required	Deliverable meets Criteria (YES / NO) (FOR USE BY EVALUATION COMMITTEE)	Comments (FOR USE BY EVALUATION COMMITTEE)
Asbestos Roof Inspector	Curriculum Vitae that demonstrates extensive experience and inspector latest certificate		

## 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: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNB 5157/2024-H at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to tender;
    - Tax Compliance Status (TCS) **PIN**;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Tenderder'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 Tenderder 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: _____	

**T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2**

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

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

accepts your tender under reference ZNB 5157/2024-H dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.  
3.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

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

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

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

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



OFFICIAL STAMP:

Witnesses:

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

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

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



T2.32 - OHSE PLAN STRUCTURE			
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Tender no:	ZNB 5157/2024-H	Project Code:	222768

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;

<p>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</p>
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T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT
Tender no:	ZNB 5157/2024-H
Project Code:	222768

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**CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

**1. Introduction**

The Department of Health Kwa Zulu Natal enters into contracts with Contractors for the storm damage repair works at Queen Nandi hospital Doctor's quarters. This document describes the requirements of compliance to which the Principal Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principal Contractor will be required to submit a Health and Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

**2. Definitions & Abbreviations**

2.1 "Client" means KZN Department of Health

2.2 "CR" refers to the Construction Regulations 2014

2.3 "OHS" means Occupational Health and Safety

2.4 "DoL" refers to the Department of Labour

2.5 "DOH" refers to the Department of Health

2.6 "NIHL" refers to the Noise Induced Hearing Loss Regulations

2.7 "HCS" refers to the Hazardous Chemical Substances Regulations

2.8 "GSR" refers to the General Safety Regulations

2.9 "GAR" refers to the General Administrative Regulations

2.10 "FR" refers to Facilities Regulations

2.11 "PPE" means Personal Protective Equipment

2.12 "MSDS" means Material Safety Data Sheets

2.13 "EIR" refers to the Electrical Installations regulations

2.14 "EMR" refers to Electrical Machinery Regulations

2.15 "ERW" refers to Environmental Regulations for Workplaces

2.16 Principal Contractor means an employer appointed by a Client to perform Construction Work

2.17 Competent Person means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

2.18 OHS Plan means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

2.19 Health & safety File means a file or other record containing information in writing required by Construction Regulations 2014.

2.20 Hazard Identification and Risk Assessment and Risk Control (HIRA) means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

2.21 The Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

2.22 Hazard means a source of or exposure to danger

2.23 Risk means the probability or likelihood that a hazard can result in injury or damage.

2.24 Occupational Health Practitioner refers to either Doctors or Nurses with the following requirements:

**Doctors**

(a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)

(b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or

(c) be registered as a specialist in Occupational Medicine with HPCSA

### **Nurses**

(a) registered and in good standing with the South African Nursing Council (SANC) and

(b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

2.25 dead means at or about zero potential and isolated from any live system;

2.26 earthed means connected to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy;

2.27 "live" or "alive" means electrically charged

2.28 portable electric tool means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

(a) a flexible cord at the supply end and which is intended for use by hand and which is to be carried by hand at the place of work; or

(b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;

2.29 electrical contractor means a person who undertakes to perform electrical installation work on behalf of any other person, but exclude an employee of such first-mentioned person

2.30 electrical installations means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

(a) any machinery of the supplier related to the supply of electricity on the premises;

(b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits

(c) an electrical installation on a vehicle, vessel, train or aircraft; and

(d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

2.31 installation electrician means a person who has been registered as an installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations;

2.32 installation work means:-

(a) the installation, extension, modification or repair of an electrical installation;

(b) the connection of machinery at the supply terminals of such machinery; or

(e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

### **3.1 Leadership and Commitment**

The Contractor acknowledges the KZN Department of Health's strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department of Health (DOH).

### **3.2 Legal Requirements and Regulations for Health and Safety**

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulations, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

### **3.3 Contractors' General Requirements for Health and Safety**

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and DOH institutions site requirements.

The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor must:

- ☐ Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- ☐ Avoid unnecessary interference with the passage of people and property at or near the Site
- ☐ Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- ☐ Be responsible for the adequacy, stability and safety of all of its site operations.
- ☐ Costs for the above are borne by the Contractor
- ☐ The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- ☐ The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- ☐ The contractor must appointment a full time Safety Officer to ensure compliance on site.

### **3.4 Contractor's Health and Safety Management Plan**

- ☐ The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan.
- ☐ The Plan must be in writing and must be forwarded to the OHS Department prior to mobilisation to the site.
- ☐ The Health and Safety Management Plan must comply with this specification including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards.
- ☐ Any proposed amendments or revisions to the Contractor's Safety Management Plan must be submitted to DOH for acceptance.
- ☐ The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities.
- ☐ The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site
- ☐ The Plan will be audited for completeness by the KZN Department of Health.
- ☐ The contractor shall comply with the requirements of CR 7

The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site

### **3.5 Minimum requirements for a safety plan:**

- ☐ The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:
  - ☐ The Contractors' Safety Policy.
  - ☐ How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers
  - ☐ Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
  - ☐ Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
  - ☐ Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
  - ☐ Safety awareness.
  - ☐ Nomination of personnel to carry out safety inspections.
  - ☐ Contractor senior management involvement
  - ☐ Rules and regulations including safety procedures the Contractor has in place for recurring work activities
  - ☐ Personal protective equipment rules.
  - ☐ Control of dangerous and hazardous substances
  - ☐ System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
  - ☐ Verification procedures including
  - ☐ Daily site safety inspections and audits
  - ☐ Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter

- ☐ Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- ☐ Evacuation and emergency planning
- ☐ Rehabilitation procedures that encourage an early return to work
- ☐ Record keeping, including details of what is kept and for how long

#### **4. Hazard Identification, Risk Assessment and Risk Control**

- ☐ The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- ☐ Controls to manage risks identified within the risk profile will be formalised and implemented
- ☐ The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- ☐ The process to be used to review the effectiveness of risk controls
- ☐ Workplace hazard inspections shall be effected
- ☐ The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- ☐ Method by which daily activities will be assessed for hazards and controls defined before work commences

#### **5. Risk Assessment**

- ☐ The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method
- (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
- (d) a monitoring plan and
- (e) a review plan
- ☐ Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
- ☐ Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
- ☐ The principal contractor shall comply with the requirements of CR 9

##### **5.1 Task Specific Risk Assessment**

- ☐ Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing.
- ☐ The purpose of this exercise is to identify all potential hazards associated with the Work and the work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the
- The Task Specific Risk Assessment must:
  - ☐ Describe the operation to be performed in the sequence of the basic job steps.
  - ☐ Identify the hazards or potential hazards at each step.
  - ☐ Identify the possible consequences for each hazard at each step.
  - ☐ Assess and rate each hazard
  - ☐ Recommend measures that will be applied to minimise risk
  - ☐ Identify the site rules and work instructions applicable to the task
  - ☐ Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
  - ☐ Be reviewed prior to each shift.
  - ☐ Be acknowledged by way of signature of all personnel involved in the work activity

#### **6. Safety Method Statements**

- ☐ The Contractor must submit Safety Method Statements to the KZN Department of Health's OHS Department for approval prior to the task commencing.
- ☐ The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- ☐ The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

## **7. Hazardous Materials**

- ☐ The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements.
- ☐ The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations.

## **8. Incident Management**

- ☐ The principal contractor must appoint in writing a competent incident investigator.
- ☐ Incident management plan must be developed and implemented by the principal contractor
- ☐ All incidents must be investigated and recorded
- ☐ Reportable incidents must be reported to the Department of Labour
- ☐ Incidents must be reported to DOH within 24 hours of occurrence
- ☐ An incident register must be kept on site.
- ☐ Incident investigation report inclusive of corrective measures must be submitted to DOH

## **9. Emergency Preparedness and Procedures**

- ☐ The principal contractor must develop an emergency procedure
- ☐ The emergency procedure must have; but not limited to:  
A detailed response procedure; list of key personnel; details of emergency services;  
Steps to be taken in the event of each and every specific type of emergency
- ☐ The emergency procedure must be communicated to all employees
- ☐ Emergency numbers must be known to all employees and key numbers posted on work areas.

## **10. First Aid Equipment**

- ☐ The principal contractor must appoint in writing a competent first.
- ☐ The appointed first aider must be in possession of First Aid Level 2 certificate.
- ☐ The contractor must provide his own first aid box
- ☐ First aid incidents are to be recorded on a first aid register

## **11. Unsafe Acts and Conditions**

- ☐ The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all site activities.

## **12. Occupational Health & Infection control**

- ☐ The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- ☐ Appropriate PPE must be used at all times

## **13. Ergonomic risks**

- ☐ The contractor must identify all ergonomic risks
- ☐ The contractor must comply with Ergonomics Regulations; 2019

## **14. Extreme weather conditions**

- ☐ If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures.
- ☐ For hot environments; cool portable water shall be provided.

## **15. Medical Certificates of Fitness**

- ☐ Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees
- ☐ DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- ☐ A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- ☐ Employees without valid medical certificates will not be allowed on site.

## **16. Vehicles; Plant and Equipment**

- ☐ The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- ☐ The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- ☐ Plant and equipment brought into site must be subjected to inspections
- ☐ A list of all plant and equipment must be kept on site
- ☐ The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23
- ☐ Vehicles and mobile plants must be inspected daily before use and records thereof must be kept
- ☐ Competent personnel must be appointed to use and manage mobile plants.

## **17. Personnel Protective Equipment/Clothing (PPE)**

- ☐ The contractor must provide suitable and adequate PPE to all his/her employees
- ☐ PPE must be issued to all workers free of charge and a record of issuing must be kept
- ☐ Training must be provided to all employees to ensure they know how to use and maintain their PPE
- ☐ The contractor must comply with the requirements of General Safety Regulations

## **18. Working in Existing Operations**

- ☐ Work must be carried out such that no interference is caused.
- ☐ Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work.
- ☐ The times when work of this nature can be carried out must be arranged with DOH

## **19. Lock-out Procedures**

- ☐ In operating areas lock out procedures must be done in conjunction with the hospital's representative and communicated to affected parties timeously.
- ☐ There must be a separate set of procedures that cover the requirements for lockout, commissioning, start-up and hand over of the completed works.

## **20. Notification of Construction Work**

- ☐ The principal contractor must notify the department of Labour in writing 7 days before commencement of construction works.

## **21. Fall Protection**

- ☐ The Principal contractor must designate a competent person to prepare a fall protection plan
  - ☐ The principal contractor must implement the fall protection plan and amend when necessary and
  - ☐ Ensure that there is continued adherence to the fall protection plan
- Fall protection plan must include:
- ☐ A risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location
  - ☐ The process of evaluation of employees medical fitness necessary to work at a fall risk position and records thereof
  - ☐ A programme for training of employees working from fall risk positions and records thereof
  - ☐ The procedure addressing the inspection; testing and maintenance of all fall protection equipment
  - ☐ A rescue plan detailing the necessary procedure; personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
  - ☐ The site manager must be in possession of the most recently updated version of the fall protection plan
- The Principal contractor must ensure that:
- ☐ All unprotected openings on the floors; edges; slabs; hatchways and stairways are adequately guarded; fenced or barricaded or that a similar means are used to safeguard any person from falling through such opening;
  - ☐ No person/s is permitted to work in a fall risk position unless the work is performed safely as above
  - ☐ Fall prevention and arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used; with regards to the load including any person; they are intended to bear;
  - ☐ Securely attached to a structure or plant and the structure or plant means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any other person who could fall and
  - ☐ Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
  - ☐ The contractor must comply with the requirements of CR 10

## **22. Use of ladders**

- ☐ The contractor must ensure that ladders are made of sound material and is suitable for the purpose for which it is used
- ☐ The contractor must ensure that ladders are fitted with non-skid devices at the bottom end and hooks
- ☐ The contractor must ensure that ladder is lashed; held or secured whilst being used to ensure stability of the ladder under all conditions and at all times
- ☐ When work is done from a ladder; the contractor must prevent articles from falling off and shall provide suitable receptacles in which hand tools shall be kept when not in use
- ☐ The contractor must comply with the requirements of GSR 13A

## **23. Housekeeping and general safeguarding on site**



☐ The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27

☐ The site must be kept neat and clean at all times

☐ Accumulated waste must be removed regularly as per the contractors waste management plan.

☐ The contractor must appoint in writing a competent stacking storage supervisor

☐ The contractor must comply with the requirements of GSR and CR 28

#### **24. Fire precautions on site**

☐ The contractor must comply with the requirements of ERW and CR 29

☐ The contractor must provide compliant fire-fighting equipment

☐ The contractor must appoint a competent person to deal with fire outbreaks on site.

#### **25. Employee Facilities on site**

☐ The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.

☐ Employee facilities must be kept clean at all times

☐ The contractor must comply with the requirements of CR 30

#### **26. Portable electric tools**

☐ The contractor must appoint a competent person who will be responsible for the inspection of portable electrical tools

☐ Electrical tool list must be kept in the file

☐ Tagging systems may be used to separate inspected and safe equipment and faulty equipment

☐ Electrical tools must be kept in a safe state and removed once noted as faulty

☐ The contractor must comply with the requirements of EMR 10

#### **27. Management and Supervision of construction work**

☐ The principal contractor must appoint in writing a full time competent person as construction Manager with the duty of managing all construction works on a single site; including the duty to ensure OHS compliance.

☐ The principal contractor may appoint in writing one or more assistant construction managers where deemed necessary

☐ The appointed construction manager may not manage any other construction sites other than the site in respect of which he/she has been appointed

☐ The principal contractor must employ a full time competent Health and Safety Officer for this project

☐ A construction manager must appoint construction supervisors responsible for construction activities and ensuring health and safety compliance on site.

☐ The contractor must comply with the requirements of CR 8

#### **28. Minimum contents of a health & safety file**

☐ The Principal contractor must open and keep a safety file on site

☐ The safety file must include all documentation required in terms of the OHS Act and the regulations

☐ The safety file must be made available to the DOL inspector and the client (KZN DOH representative)

☐ The principal contractor must comply with the requirements of CR 7

#### **29. Management of Covid-19**

☐ The contractor must appoint in writing a covid-19 compliance officer

☐ The contractor must develop a covid-19 management policy & procedure

☐ The contractor must provide handwashing facilities; where not possible; a sanitising agent to the employees; free of charge

☐ The contractor must comply with the requirements of Disaster Management Act and regulations

#### **30. Smoking**

☐ The Contractor must not permit smoking at the Site except within designated smoking areas.

#### **31. Intoxicating Liquor or Drugs**

☐ The contractor must implement and comply with OH&S Act – General Administrative Regulation 10

☐ Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, must be removed from the site.

#### **32. Training and Competency**

☐ Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.

- ☐ The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision.
- ☐ Training records are to be maintained on site.

### **33. Induction in Health and Safety**

- ☐ The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KZN Department of Health's Site-specific induction.
- ☐ The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.
- ☐ The contractor must comply with: OH&S Act - Section 8

### **34. Fundamental health and safety requirements**

Before any work commences, proof of and the following non-negotiable deliverables are required:

- ☐ Incident investigation training by Construction Manager and or Safety Officer
- ☐ Letter of good standing with the Workman's Compensation Commissioner
- ☐ Legal liability training of all Supervisors and Construction Managers
- ☐ Original of the notification of construction work stamped by the Department of Labour
- ☐ Public Liability Insurance
- ☐ Competency training certificates of people to execute the job
- ☐ Method statements for work to be conducted
- ☐ Risk Assessments for every Job/Task
- ☐ Signed legal appointments as required by legislation
- ☐ Contractors' Safety Officer CV and competency certificates
- ☐ Health and Safety Management Plan
- ☐ Health and Safety file
- ☐ All equipment to be on a current register, backed up by relevant test certificates
- ☐ A Medical fitness certificate for each employee with Annexure 3 completed per employee
- ☐ Proof of induction (Contractor induction training)

### **35. Close out report**

- ☐ The Health & Safety file for the Principal contractor and all contractors requires closure and handover to the client at the completion of the project. Documentation required includes all records from the start of the project.
- ☐ Daily or monthly plant inspection records are not required unless they are related to an incident.
- ☐ All records to be in electronic format and submitted to DOH for approval before final submission.

The list of documents to be submitted includes but not limited to:

- ☐ Client specification
- ☐ Principal contractor's OHS plan
- ☐ Covid-19 management plan
- ☐ Organogram/s
- ☐ Legal appointments
- ☐ Letters of good standing for the project
- ☐ Incident records
- ☐ Non-conformance records
- ☐ Audits
- ☐ Method statements
- ☐ Risk assessments
- ☐ Safe work procedures
- ☐ Medical certificates of fitness
- ☐ And any other document that may be requested by DOH

### **36. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION**

By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHE/Q aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:

I, \_\_\_\_\_ (print name in full), the undersigned  
responsible person (Contractors 16.1/16.2 Appointee) for:

\_\_\_\_\_ (Company Name) declare that I have read,  
understood and accept the responsibilities and requirements of this Health & Safety Specification for the project:  
Ngwelezane Hospital:- Storm damage repairs to Doctor's quarters will ensure that this Health & Safety  
Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

\_\_\_\_\_  
Contractor's Responsible Person Date  
(16.1/ 16.2 Appointee)

T2.34 - BASELINE RISK ASSESSMENT	
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT
Tender no:	ZNB 5157/2024-H
Project Code:	222768

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### T2.36 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration is 60 points

#### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	Sub-Criteria
1	Competency, Experience and Resource Capacity	20 Points	20 Sub-points	Schedule of experience on 4 or more projects of similar value (CIDB grading values of 4GB and over), scope (roofing projects) – letters of award and practical completion certificates to be attached for projects completed in the preceding 8 years	
			10 Sub-points	Schedule of experience on 3 or more projects of similar value (CIDB grading values of 4GB and over), scope (roofing projects) – letters of award and practical completion certificates to be attached for projects completed in the preceding 8 years	
			0 Sub-points	No relevant experience in projects of similar value and duration in the preceding 8 years or requested documents not provided	
		20 Points	20 Sub-points	Schedule of experience on 4 or more <b>general building projects</b> of similar value (CIDB grading values of 4GB and over) – letters of award and practical completion certificates to be attached for projects completed in the preceding 8 years	
			10 Sub-points	Schedule of experience on 3 or more <b>general building projects</b> of similar value (CIDB grading values of 4GB and over) – letters of award and practical completion certificates to be attached for projects completed in the preceding 8 years	
			0 Sub-points	No relevant experience in building projects of similar value in the preceding 8 years or requested documents not provided	
2.	Tenderer's Project Management Structure and experience of resources proposed for the project	10 Points			
			10 Sub-points	Contractors key project resources have relevant minimum experience in the construction industry with the number of years stated on the column on the right hand side. All key project resources have experience of a similar value and nature in the construction industry. Resources are to include but not limited to Technical Director, Contracts Manager/Site Agent, Safety Officer, Site Foreman including an individual with a <u>Quantity Surveying Background</u>	Contracts Manager/Site Agent: 8 years' experience Site Foremen: 9 years' experience Quantity Surveying background: 8 years' experience
			5 Sub-points	Contractors key project resources have relevant minimum experience in the construction industry with the number of years stated on the column on the right hand side. All key project resources have experience of a similar value and nature in the construction industry. Resources are to include but not limited to Technical Director, Contracts Manager/Site Agent, Safety Officer, Site Foreman including an individual with a <u>Quantity Surveying Background</u>	Contracts Manager/Site Agent: 7 years' experience Site Foremen: 8 years' experience Quantity Surveying background: 7 years' experience
			0 Sub-points	No submission provided or submission does not comply with conditions stated	Contracts Manager/Site Agent: 6 years' experience Site Foremen: 7 years' experience Quantity Surveying background: 6 years' experience
		15 Points	15 Sub-points	Submission of detailed CVs with traceable references of all key resources (2 points awarded per CV up to a maximum of 10 points)	
			0 Sub-points	No submission provided or CV lacks sufficient detail in terms of experience and qualifications	

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE				
Evaluation Criteria	Deliverables	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

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

<b>ZNB 5157/2024-H</b>									
<b>TENDER NUMBER:</b>	ZNB 5157/2024-H	<b>CLOSING DATE:</b>	As Per Tender Advert				<b>CLOSING TIME:</b>	11:00	
<b>DESCRIPTION</b>	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT								
<b>THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b>									
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT <i>(STREET ADDRESS)</i>									
<b>SUPPLIER INFORMATION</b>									
NAME OF TENDERER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE				NUMBER				
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE				NUMBER				
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
	<b>TCS PIN:</b>				<b>CSD No:</b>				
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									
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES</b>	YES		NO	
	<b>[IF YES ENCLOSE PROOF]</b>					<b>(IF YES ANSWER PART B:3 BELOW)</b>			
<b>SIGNATURE OF TENDERER</b>					<b>DATE</b>				
<b>CAPACITY UNDER WHICH THIS TENDER IS SIGNED</b> (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
<b>TOTAL NUMBER OF ITEMS OFFERED</b>					<b>TOTAL TENDER PRICE (ALL INCLUSIVE)</b>				
<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>				
DEPARTMENT/ PUBLIC ENTITY					CONTACT PERSON				
CONTACT PERSON					TELEPHONE NUMBER				
TELEPHONE NUMBER					FACSIMILE NUMBER				
FACSIMILE NUMBER					E-MAIL ADDRESS				
E-MAIL ADDRESS									

<b>PART B</b>				
<b>TERMS AND CONDITIONS FOR TENDERER - SBD 1</b>				
1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>				
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 TENDERERS 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 <a href="http://WWW.SARS.GOV.ZA">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.</a>				
2.4 TENDERERS 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 TenderER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
<b>3. QUESTIONNAIRE TO TenderING FOREIGN SUPPLIERS</b>				
3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
<b>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.</b>				
<b>NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.</b>				





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

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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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## **THE CONTRACT**



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **C1 - AGREEMENT AND CONTRACT DATA**



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## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

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## FORM OF OFFER AND ACCEPTANCE



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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



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## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

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### C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:		
<b>CONTRACT DATA FOR:</b>		
<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender no: ZNB 5157/2024-H</b>		
	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.	
	<b>CONTRACT SPECIFIC DATA</b> The following contract specific data are applicable to this contract:	
	<b>CONTRACT VARIABLES</b>  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 <b>agreement</b> .  Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u> . 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. <b>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.</b>	
<b>PRE-TENDER INFORMATION</b>		
<b>CONTRACTING AND OTHER PARTIES</b>		
[1.1.1.15]	<b>Employer:</b> <b>Head: Department of Health (KZN Department of Health: Province of KwaZulu-Natal)</b> Postal address:  <b>Pietermaritzburg</b> <b>3200</b> Tel: <b>Not Applicable</b> Fax: <b>033 - 940 2400</b>	
[1.2.1.2]	Physical address: <b>310 Jabu Ndlovu Street</b> <b>Pietermaritzburg</b> <b>3200</b>	
<b>Tender no: ZNB 5157/2024-H</b>		
<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>		
[1.1.1.13]	<b>Defects Liability Period</b> The defects liability period is: <b>12 months</b> Defects Liability Period is Applicable for the whole of the Works	
<b>Latent Defect Period</b>		
[5.16.3]	The latent defect period is: <b>5 years after the Final Approval Certificate</b>	
<b>Documentation required before Commencement of the Works:</b>		
[5.3.11]	The documentation required before commencement with the Works execution are:	
[4.3]	Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance	The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements	
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: <b>14</b> calendar days	
	<b>Non-Working days</b>	
[5.8.1]	Non-Working days	<b>Sundays</b>
	Special non- working days	<b>All Nationally Recognized Public Holidays and the year end break</b>
[5.8.1]	First Year end break - commences	<b>13-Dec-24</b>
	Second Year end break - commences	<b>15-Jan-25</b>
	Third Year end break - commences	<b>N/A</b>
	Fourth Year end break - commences	<b>N/A</b>
		<b>N/A</b>
[3.1.3]	<b>Engineer/Principal Agent to consult with Employer</b> 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.	

[6.2.1]	<b>Security</b> 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
	<b>Commencement Date</b> 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 <b>Agreement comes into effect</b> on the date when: The tenderer <u>receives one fully completed original copy of this document</u>, 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 &amp; 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]	<b>Possession of the site</b> will be given within 10 calendar days after the <b>contractor</b> 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 <u>fully signed</u> copy of the Form of Offer and Acceptance from the <b>employer</b> .
[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.
	<b>CONTRACT DETAILS</b>
[1.1.1.33]	<b>Works</b> description: Refer to document C3 – Scope of Work.
[1.1.1.30]	<b>Site</b> description: Refer to document C4 – Site Information.
	Specific options that are applicable to a <b>State</b> organ only Where so :
[6.10.6.2]	<p>1) Interest rate legislation:  (a) in respect of interest owed by the <b>employer</b>, 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 <b>employer</b>, 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> <p>2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by litigation Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>5) Extended <b>defects</b> liability period applicable to the following elements: <u>Electrical, Mechanical and Civil work</u></p>
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: <u>R0.00</u>
[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: <b>30% of the Contract Price</b>
[8.6.1.1]	The value of Works Insurance, including SASRIA cover, taken by the contractor on this contract shall be: <u>Contract sum + 30%</u>
[8.6.1.3]	The limit for indemnity for liable insurance is: <u>Contract Sum + 30%</u>
	The value of Public Liability Insurance cover, taken by the contractor on this contract shall be: <u>R10 million</u>
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: <u>33.00%</u>
[1.1.1.1.4]	<b>Practical Completion Date</b> The Practical Completion date is: <b>A time measured from the Commencement date.</b>
	For the <b>works</b> as a whole: The whole of the works shall be completed within: <u>8 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</u>
[5.5.1]	The date for <b>practical completion</b> shall be <u>To be determined</u>
[5.13.1]	The penalty per calendar day shall be: <u>0.04% of the Contract Price, rounded to the nearest R10</u>
	<b>For the works in sections:</b> <b>The date for practical completion from the commencement date and the penalty per calendar day:</b>
[5.5.1]	Portion 1: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[5.5.1]	Portion 2: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[5.5.1]	Portion 3: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[5.5.1]	Portion 4: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[5.5.1]	Portion 5: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[5.5.1]	Portion 6: <u>N/A</u>
[5.13.1]	<u>0.04% of the Contract Price, rounded to the nearest R10</u>
[1.3.2]	The law applicable to this agreement shall be that of the: <b>Republic of South Africa</b>
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: <u>80.00%</u>
[6.10.3]	<p>Percentage retention on amounts due to contractor is: <u>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.</u></p> <p>Maximum retention is: <u>10.00%</u> of the Contract Price</p>
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract is a fixed price contract and not subject to any Contract Price Adjustment Factors.
[6.8.2]	
[6.8.3]	
[6.8.2]	
[6.8.3]	

[5.14.5]	<b>The following clause must be added to clause 5.14.5:</b>  [5.14.5.6] The employers agent shall submit the <b>final account</b> within 3 calendar months to the principal agent.	
[10.5] [10.5.3] [10.9.1]	The determinations of disputes shall be by ARBITRATION ONLY.  The number of Adjudication Board Members to be appointed is: <table border="1"><tr><td>One</td></tr></table> Replace the last part of the clause with the following: "...on the application of either party, by the <i>Chairman</i> , or his nominee of the Association of Arbitrators."	One
One		
[1.1]	<b>Clause</b>  [1.1.1.5] <b>COMMENCEMENT DATE</b> – means the <b>actual</b> date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.  [5.12.2.2] <b>ABNORMAL CLIMATIC CONDITIONS</b> - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's ( <a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a> ) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.  [6.2.1] <b>CONSTRUCTION GUARANTEE</b> – means an on demand guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the Offer and Acceptance Form and the <b>contract data</b> .  <b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>due completion date</b> . This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.  <b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.  <b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.  <b>FRAUDULENT PRACTICE</b> – 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.	
	<b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:  (a) in respect of interest owed by the <b>employer</b> , 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	
	[1.1.1.16] <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer /Principal Agent</b> to act as agent of the <b>Employer</b> . In the event of an Engineer/ <b>Principal Agent</b> not being appointed, then all the duties and obligations of an Engineer/ <b>Principal Agent</b> as detailed in the <b>Contract</b> shall be fulfilled by a representative of the <b>Employer</b> as named in the <b>Contract Data</b> . (Hereafter referred to as <b>Engineer</b> )  [1.1.1.21] <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.	
	[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 <b>ACTIVE</b> status at the time of submitting the tender"  [6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARANTEE OPTIONS".	
	[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..."	
[5.12.3]	<b>SPECIAL CONDITIONS OF CONTRACT</b> 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:  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."	
[5.14.5.1] [5.16.4]	Omit entire clause 5.14.5.1 Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."	
[6.2.3] [9.3.2.2]	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 guarantee. Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property." Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows:  (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b> , together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2 and replace with "Employer". (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL Official Variation Order submission including the Financial Request for Additional Funds, has been approved and signed by the <b>Head of Department: Health</b>  (c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works. (d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b> , together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b> , to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the <b>Employer</b> .	



#### MANAGING PROJECT DURATION

- (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.
- (b) Activity-and total float shall belong to the Employer.
- (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.

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.

The programme shall make allowance for inclement weather at 3 workings days per month.

#### INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE

- (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.
- (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:
- The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
  - 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.
- 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.
  - No claims for stoppages less than 2(two) hours per day shall be considered.
  - 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.
  - All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
  - 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.
  - 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.
  - Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
  - 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
	Sept	Oct	Nov	Dec	Jan	
	Hours	Hours	Hours	Hours	Hours	Hours
Programmed	0	30	30	15	15	90
Actual	16	22	35	15	18	106
Difference	-16	8	-5	0	-3	-16
8 hrs/day*	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 5157/2024-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.

<b>Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)</b>	
<b>Alternative A</b>	<p>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:-</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied.</li> <li>- An amount varied in proportion to the contract value as compared to the Contract Sum.</li> <li>- 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.</li> </ul> <p>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</p> <p>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;</p> <p>0% of the amount shall not be varied</p> <p>10% of the amount shall not be varied</p> <p>15% varied in proportion of the Contract Value to the Contract Sum</p> <p>75% varied in proportion to the revised Construction period compared with the initial Construction Period</p> <p><b>Sectional Completion : Subdivision of Preliminaries Costs</b></p> <p>Preliminaries will be prorata as per value of each section and penalties will be prorata to the other section.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: right;"><input type="checkbox"/> YES <small>yes / no</small></p> <p>or</p>
<b>Alternative B</b>	<p>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.</p> <p style="text-align: right;"><input type="checkbox"/> NO <small>yes / no</small></p> <p><b>The contractor is informed that only option 'A' shall apply</b></p> <p>Waiver of the Contractors lien or right of continuing possession is required. <input type="checkbox"/> YES</p>
<b>GUARANTEE OPTIONS</b>	
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.	
<b>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.</b>	
(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) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)	
(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price	
(iii) 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)	
<b>3 SIGNATURES OF THE CONTRACTING PARTIES</b>	
Thus done and signed at.....on .....of.....20....	
Name of signatory	for and behalf of the <b>Employer</b> who by signature hereof warrants authorisation hereto.
Capacity of signatory	as Witness.
Thus done and signed at.....on .....of.....20....	
Name of signatory	for and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto.
Capacity of signatory	as Witness.



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

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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **C1.3 - FORM OF GUARANTEE**

<b>C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)</b>	
Head: Department of Health KZN Department of Health: Private Bag X 9051 Pietermaritzburg 3200  Sir,	
<b>ON DEMAND PERFORMANCE GUARANTEE</b>	
<b>Tender Number ZNB 5157/2024-H</b>	<b>Project Code 222768</b>
<p style="text-align: center;">For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.</p> <p><b>GUARANTOR DETAILS AND DEFINITIONS</b></p> <p>"Guarantor" means: _____</p> <p>Physical Address: _____</p> <p>"Employer" means:           The Provincial Administration of KwaZulu-Natal in its Department of Health</p> <p>"Contractor" means: _____</p> <p>"Engineer" means: _____</p> <p>"Works" means: <div style="border: 1px solid black; padding: 10px; text-align: center; width: fit-content; margin: 10px auto;"> <b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b> </div></p> <p>"Site" means: _____</p> <p>"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.</p> <p>"Contract Sum" means:       The accepted amount inclusive of tax of: _____</p> <p>Amount in Words: <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div></p> <p>"Guaranteed Sum" means:   The maximum aggregate amount of:       10%  <div style="text-align: center; margin-top: -10px;"> <div style="background-color: #d3d3d3; padding: 2px 5px; font-size: small;">Of Contract Sum</div> </div> </p> <p>Amount in Words: _____</p> <p>"Expiry Date" means: _____</p>	

## 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)



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## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

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### PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Tender no:	ZNB 5157/2024-H	Project Code:	222768

## C2.1 Pricing Instructions

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



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

<b>10</b>	<b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b> <ol style="list-style-type: none"> <li>In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.</li> <li>Prospective suppliers will be able to self - register on the CSD website: <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> <li>Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.</li> <li>Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.</li> <li>Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:</li> </ol> <table border="1"> <tr> <td><b>Name of Supplier</b></td> <td></td> </tr> <tr> <td><b>Central Supplier Database (CSD) Supplier Number:</b></td> <td></td> </tr> </table>		<b>Name of Supplier</b>		<b>Central Supplier Database (CSD) Supplier Number:</b>	
<b>Name of Supplier</b>						
<b>Central Supplier Database (CSD) Supplier Number:</b>						
<b>12</b>	<b>TAX CLEARANCE REQUIREMENTS</b> <p><b>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</b></p> <ol style="list-style-type: none"> <li>In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.</li> <li>SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.</li> <li>In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.</li> <li>Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> </ol> <table border="1"> <tr> <td><b>Security PIN Number</b></td> <td></td> </tr> <tr> <td><b>Company / Entity Tax Reference Number</b></td> <td></td> </tr> </table>		<b>Security PIN Number</b>		<b>Company / Entity Tax Reference Number</b>	
<b>Security PIN Number</b>						
<b>Company / Entity Tax Reference Number</b>						
<b>13</b>	<b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>					
<b>14</b>	<b>VALUE ADDED TAX</b> <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>					
<b>15</b>	<b>FIXED PRICE CONTRACT</b>					

Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:

Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010**

CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT					
BILL NO. 1 C2 .2 PRELIMINARY AND GENERAL					
	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. <b>See Contract Data .</b>				
	<b>SECTION A: GENERAL CONDITIONS OF CONTRACT</b>				
A1	General (clause 1)  F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2)  F:..... V:..... T:.....	Item			
A3	Engineer (clause 3)  F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4)  F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
<b>A6</b>	Payment and Related Matters (clause 6)  F:..... V:..... T:.....	Item			
<b>A7</b>	Quality and Related Matters (clause 7)  F:..... V:..... T:.....	Item			
<b>A8</b>	Risk and Related Matters (clause 8)  F:..... V:..... T:.....	Item			
<b>A9</b>	Termination of Contract (clause 9)  F:..... V:..... T:.....	Item			
<b>A10</b>	Claims and Disputes (clause 10)  F:..... V:..... T:.....	Item			
<b>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</b>					
<b>Refer to the SCOPE OF WORK for detail requirements:</b>					
<b>B1</b>	Scope  F:..... V:..... T:.....	Item			
<b>B2</b>	Normative references  F:..... V:..... T:.....	Item			
<b>B3</b>	Definitions  F:..... V:..... T:.....	Item			
<b>B4</b>	Requirements for construction and management  F:..... V:..... T:.....	Item			
<b>B4.1</b>	General  F:..... V:..... T:.....	Item			
<b>B4.2</b>	Responsibilities for design and construction  F:..... V:..... T:.....	Item			
<b>B4.3</b>	Planning, programme and method statements  F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
	<b>SECTION C: SCOPE OF WORK in accordance with SANS 10403</b> <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)</i>				
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	



		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
	<b>SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)</b>				
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
	<b>SECTION E: SPECIFIC PRELIMINARIES</b> <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>				
E1	<b>PROPRIETARY BRANDED PRODUCTS</b>  The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.  F:..... V:..... T:.....	Item			
E2	<b>OVERTIME</b>  Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.  F:..... V:..... T:.....	Item			
E3	<b>AS BUILT DRAWINGS</b>  The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

	SECTION E: SPECIFIC PRELIMINARIES	UNIT	QUANTITY	RATE	AMOUNT
E4	<b>SITE INSTRUCTIONS</b>  Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.  F:..... V:..... T:.....	Item			
E5	<b>LABOUR RECORD</b>  At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.  F:..... V:..... T:.....  <i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Health) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of 0.04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	<b>PLANT RECORD</b>  At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.  F:..... V:..... T:.....	Item			
E7	<b>NON CESSION OF MONIES</b>  The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.  F:..... V:..... T:.....	Item			
E8	<b>SECTIONAL COMPLETION</b>  When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.  F:..... V:..... T:.....	Item			
E9	<b>LOCAL LABOUR</b>  It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E10	<b>IMPORT PERMITS AND DUTIES</b> The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration. Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989. F:..... V:..... T:.....	Item			
E11	<b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b> Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract is not subject to any Contract Price Adjustment Provisions (CPAP)				
E12	<b>EPWP CONDITIONS AND SPECIFICATIONS</b> <b>12.1 EMPLOYMENT TARGETS</b> <u>E12.1 a Employment Targets</u> The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.  No of jobs to be created = ..... [Contractor to fill in an estimated number] F:..... V:..... T:.....  E12.1 b Employment requirements Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program; 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.  F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p><b>E12.1 c Labour rate and payment intervals</b> The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p> <p><b>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</b> <b>E12.2 a Labour Intensive Construction (LIC) method</b> On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> <p><b>E12.2 b Labour Intensive Construction Method</b> Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p> <p><b>E12.3 RECORD KEEPING</b> 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>	Item			
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	<p><b>E12.4 EPWP REPORTING as per EPWP DATA FORM</b></p> <p>At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent &amp; Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name &amp; surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:</p> <ol style="list-style-type: none"> <li>1. EPWP monthly data collection form</li> <li>2. Worker monthly payment upload</li> <li>3. Worker monthly proof of payment i.e               <ol style="list-style-type: none"> <li>3.1 Acknowledgement of receipt of payment or</li> <li>3.2 Payslips</li> <li>3.3 Bank statement highlighted the workers paid</li> </ol> </li> <li>4. Worker monthly training form</li> <li>5. Monthly attendance register</li> <li>6. Certified copies of ID's (once off)</li> <li>7. ID size photos (once off)</li> <li>8. Proof of UIF</li> <li>9. Proof of COIDA</li> </ol> <p>F:..... V:..... T:.....</p> <p><b>E12.5 EPWP PROMOTION</b></p> <p><b>12.5.1 EPWP signage board</b></p> <p>EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles.Project name and owner shall be black lettering on white background.board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period,after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p> <p><b>12.5.2 Branding of labour apparel</b></p> <p>Contractor &amp; Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p><b>E12.6 COMMUNITY LIAISON OFFICER (CLO)</b>  <b>UTILISATION OF A COMMUNITY LIAISON OFFICER</b>  In addition to the requirements of Clause E9, contained in this document;  The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p><b>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</b></p> <ol style="list-style-type: none"> <li>1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor.</li> <li>2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.</li> <li>3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.</li> <li>4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.</li> <li>5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.</li> <li>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained</li> <li>7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications</li> </ol>				
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		UNIT	QUANTITY	RATE	AMOUNT
	<p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p><b>E12.7 SKILLS DEVELOPMENT ON SITE</b> Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p><b>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises</b> Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p>	Item			
		Item			
		Item			
	Carried forward to collection				



		UNIT	QUANTITY	RATE	AMOUNT
	<p><b><u>TENDERER'S TO NOTE CONDITIONS</u></b></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><b><u>CO-ORDINATION</u></b></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><b><u>ATTENDANCE</u></b></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p><b><u>E12.9 EPWP CONTRACT FOR LABOUR</u></b></p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p>	Item			
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	UNIT	QUANTITY	RATE	AMOUNT
<p><b>E12.10 EPWP SCOPE of WORK</b></p> <p><b>Note:</b> Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p><b>Note:</b> It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>F:..... V:..... T:.....</p>	Item			
Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E13	<b>HIV/AIDS AWARENESS</b> Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a)  F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)  F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;  Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)  F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)  F:..... V:..... T:.....	Item			
E13.5	<b>Reporting</b> Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).  F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Health) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of 0.04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	<b>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</b> Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"  F:..... V:..... T:.....	Item			
E15	<b>NOTICE BOARD, SITE OFFICE, ETC.</b> Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.  F:..... V:..... T:.....	Item			
E16	<b>IMPORTED MATERIALS AND EQUIPMENT</b> Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. ( <b>Refer to T2.14 - Schedule of Imported Materials and Equipment</b> ).  F:..... V:..... T:.....	Item			
E17	<b>CONTRACT DOCUMENTS</b> The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Biding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.  Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E18	<b>GENERAL PREAMBLES</b> The Document Preambles will be the DOH Supplementary Preambles January 2009 Rev.3 and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.  F:..... V:..... T:.....	Item			
E19	<b>TRADE NAMES</b> Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.  F:..... V:..... T:.....	Item			
E20	<b>EXISTING PREMISES OCCUPIED</b> Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.  F:..... V:..... T:.....	Item			
E21	<b>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</b> The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.  Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.  F:..... V:..... T:.....	Item			
E22	<b>VIEWING THE SITE IN SECURITY AREAS</b> If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.  F:..... V:..... T:.....	Item			
E23	<b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b> If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.  F:..... V:..... T:.....	Item			
E24	<b>ENTRANCE PERMITS TO SECURITY AREAS</b> If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

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

SECTION 1			
SUMMARY – PRELIMINARY & GENERAL			
Collection	Page No.	Amount	
	1	R	
	2	R	
	3	R	
	4	R	
	5	R	
	6	R	
	7	R	
	8	R	
	9	R	
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	15	R	
	16	R	
	17	R	
Carried forward to Final Summary		R	
Section No. 1 Preliminary & General Summary			



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **PART C2.3 BILL OF QUANTITIES**

Item No	Description	UOM	Qty	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>SECTION 2: HUMAN RESOURCES OFFICES</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Existing Furniture, Equipment, etc</u></p> <p>The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done</p> <p>Damage to existing finishes</p> <p>The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account</p> <p>Responsibility for site</p> <p>The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above</p> <p>General</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining classroom blocks and their students. He shall provide proper protection of the works and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as floors, skirtings, plaster, painting, etc and such making good is to match adjoining work in all respects and in all trades</p>				



Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained

#### Removal of asbestos material

All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations, etc.

The following shall apply in respect of asbestos removal

The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act, 1993 and the Asbestos Regulations 2001. Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose

Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally

Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally

The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained

#### **REMOVAL OF EXISTING WORK**

##### **Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.**

1	Asbestos roof sheeting including timber purlins, underlay, etc complete and the provision of a certificate of safe disposal for asbestos	m2	120	R	-
2	Nailed up flush plasterboard ceilings, nutec cement ceilings, covers strips, cornices, brandering, etc.	m2	90	R	-
3	Asbestos rainwater pipes and gutters and fixings	m	63	R	-
4	Asbestos fascia boards and fixings	m	14	R	-
5	Asbestos Barge Boards and fixings	m	26	R	-
<b>Carried to summary</b>				<b>R</b>	<b>-</b>

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 2: HUMAN RESOURCES OFFICES</u></b></p> <p><b><u>BILL NO. 2</u></b></p> <p><b><u>ROOF COVERINGS, CLADDING, ETC. (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Sheeting</p> <p>The roof sheeting shall be 0,55mm AZ150 ZincAl or equal approved IBR 686 profile roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Z275 galvanized steel complying with ISQ 550 (3T). A certificate verifying compliance shall be issued by the manufacturer.</p> <p>Finish for AZ150 Zinalume</p> <p>The profile shall be supplied with a paint finish G550 consisting of a full top coat "Colourplus" or equal approved silicone modified polyester Colour: To match existing on one side and Cool Grey backing to other</p> <p>Assembly</p> <p>The AZ150 ZincAl sheets shall be fixed to every purlin strictly in accordance with manufacturer's specifications. Holes through sheeting are to be drilled and NO punching of holes are allowed. 8mm Diameter x 75mm long fixing screws with 19mm diameter washer and rubber gasket are to be used. Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced</p> <p>Flashings</p> <p>Flashings shall be approved by roof sheeting manufacturer and fixed to the sheeting with S10 clips to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel splatter from penetrating colour coated areas. The flashings shall be supplied with a paint finish consisting of a full top coat silicon modified polyester Colour : White to one side</p> <p>Quality Assurance</p> <p>The manufacturer shall be assessed and certified as complying with ISO 9001: 2008 Quality Management System</p> <p>Guarantee</p> <p>AZ150 ZincAl or equal approved sheeting shall be laid in strict accordance with manufacturer's specifications by an approved contractor. The employer shall be provided with a ten year written guarantee on materials and a five year written guarantee on workmanship and water-tightness after final inspection of the roofs, by the manufacturer.</p> <p>Handling and Storage</p> <p>The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction</p>			

#### Inspection Prior to Installation or Erection

Before commencing with installation, the contractor shall verify that the following items have been checked and accepted: a. The entire structure or the portion thereof to be sheeted has been correctly aligned, levelled and grouted b. Purlins and sheeting rails are at the correct spacing and are within the specified tolerances c. The corners of the roof are square and the wall framework is perpendicular or as specified d. No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework e. All members to which roofing and cladding are to be fixed in aesthetically sensitive areas are true and square f. Paint and any other materials that may be incompatible with the sheeting, have been painted over or so dealt with that direct contact with the sheeting is avoided g. The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor shall request instructions from the engineer before proceeding with the fixing of the cladding

#### Protrusion through Sheeted Surfaces

Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugation

#### **PROFILED METAL SHEETING AND ACCESSORIES**

(CPAP WORK GROUP NO. 125 UNLESS OTHERWISE STATED)

0.55mm Zincalume IBR 686 sheeting and accessories with "Colorplus" finish (colour : Standard colour on one side and CoolGrey backing to other), in long lengths fixed using Class 3 Climaseal screws (8mm diameter with 26mm diameter washer and rubber gasket) as per manufacturer's recommendations for coastal areas to 50 x 76mm treated SA Pine purlins @ 1 100mm centres on Sisalation elsewhere measured

6 Roof covering with pitch not exceeding 25 degrees

m2

150

R

-

7 Headwall flashing 308mm girth and counter flashing 154mm girth.

m

10

R

-

#### **ROOF INSULATION**

"Sisalation 420" or equal approved heavy industrial grade aluminium foil based insulation

8 Insulation laid taut over rafters (at approximately 1 200mm centres) and fixed concurrent with purlins, etc including pvc coated steel straining wires

m2

120

R

-

**Carried to summary**

**R**

**-**

Item No	Description	UOM	Qty	Amount	
	<b><u>SECTION 2: HUMAN RESOURCES OFFICES</u></b>				
	<b><u>BILL NO. 3</u></b>				
	<b><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></b>				
	<b><u>PREAMBLES</u></b>				
	The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Proprietary products in descriptions:				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	Prefabricated roof trusses:				
	Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.				
	Joinery:				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.				
	Fixing:				
	All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.				
	Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
	Where items are described as 'bolted' the bolts have been measured elsewhere.				
	<b><u>ROOFS, ETC</u></b>				
	<b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Tenderers referred to the attached roof plan, sections, elevations, mechanical and electrical drawings before pricing these items.				
	Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.				
	Roof coverings are steel sheeting on purlins.				
	Ceilings are nailed up flush plaster board including bandering.				
9	Design supply and install timber roof complete approximate area on plan 150m2, including trusses, rafters, posts, ties beams, gang boarding, temporary permanent bracing, hurricane clips, etc.	Item	1	R	-
10	Allowance for the issue of TR1 and TR2 certificates after completion of roof installation, signed by a competent person	Item	1	R	-
	<b><u>Sawn softwood:</u></b>				
11	38 x 114mm Wall plate.	m	36	R	-
12	76 x 50mm Purlins	m	230	R	-
13	76 x114 False rafter fixed to ends of rafters to receive fascia boards (elsewhere)	m	80	R	-
	<b><u>EAVES, VERGES, ETC.</u></b>				

[illegible]

Item No	Description	UOM	Qty	Amount	
<b><u>SECTION 2: HUMAN RESOURCES OFFICES</u></b>					
<b><u>BILL NO. 4</u></b>					
<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING (PROVISIONAL)</u></b>					
<b><u>PREAMBLES</u></b>					
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.					
<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					
<b><u>NAILED UP CEILINGS</u></b>					
<u>4mm Fibre cement ceiling board with H-type pressed steel jointing strips</u>					
16	Ceilings including 38 x 38 sawn softwood brandering at 400mm centres	m2	110	R	-
17	Extra over ceiling for 610 x 610mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	1		-
18	Extra over for opening for smoke detectors	No	2	R	-
19	Extra over for opening for surface mounted lite fittings.	No	2	R	-
20	Extra over for openings for extract grille.	No	2		-
21	Extra over for opening for ceiling fan.	No	2		-
<u>Rhino gypsum plasterboard cornices</u>					
22	75mm coved cornices	m	44		-
<b><u>ROOF INSULATION</u></b>					
<u>Sisalation or similar approved insulation</u>					
23	100mm thick insulation closely fitted and laid on top of brand	m2	120		-
Carried to summary				R	-

Item No	Description	UOM	Qty	Amount	
<b><u>SECTION 2: HUMAN RESOURCES OFFICES</u></b>					
<b><u>BILL NO. 5</u></b>					
<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>					
<b><u>PREAMBLES</u></b>					
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.					
<b><u>PLUMBING AND DRAINAGE</u></b>					
(CPAP WORK GROUP NO. 148 UNLESS OTHERWISE STATED)					
<b><u>RAINWATER DISPOSAL</u></b>					
Pre-coated seamless aluminium gutters including matching rivet fixed mitres and end caps sealed using silicon mastic hung by screw fixed internal aluminium hangers at 600mm centres with accessories installed in accordance with manufactures instructions, colour to Architects approval (non-standard colours)					
<b><u>0.8mm Chromadek seamless gutters and rainwater pipes</u></b>					
24	150 x 100mm Gutters fixed with concealed brackets	m	40	R	-
25	Extra over eaves gutter for stopped end	No	9	R	-
26	Extra over eaves gutter for outlet for 100 x 75mm pipe	No	9	R	-
27	Extra over eaves gutter for drop box suitable for 150 x 100mm gutter	No	9	R	-
28	Rainwater Down pipes	m	25	R	-
29	Extra over rainwater pipe for plinth bend	No	9	R	-
30	Extra over rainwater pipe for shoe.	No	9	R	-
					</

[illegible]



Item No	Description	UOM	Qty	Amount
<b>SECTION 2: HUMAN RESOURCES OFFICES</b>				
<b>BILL NO. 7</b>				
<b>ELECTRICAL WORKS (PROVISIONAL)</b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>ELECTRICAL INSTALLATIONS</b>				
35	Provide a provisional sum of R100 000 For all necessary electrical repairs and installation	Item	1	R -
36	Allow for profit	Item	1	R -
37	Allow for attendance	Item	1	R -
Carried to summary				R -

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 3</u></b></p> <p><b><u>SECTION 3 : MATERNITY WARD</u></b></p> <p><b><u>BILL NO. 8</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Existing Furniture, Equipment, etc</u></p> <p>The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done</p> <p>Damage to existing finishes</p> <p>The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account</p> <p>Responsibility for site</p> <p>The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above</p> <p>General</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining classroom blocks and their students. He shall provide proper protection of the works and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as floors, skirtings, plaster, painting, etc and such making good is to match adjoining work in all respects and in all trades</p> <p>Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained</p> <p>Removal of asbestos material</p>			

	<p>All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations, etc.</p> <p>The following shall apply in respect of asbestos removal</p> <p>The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act, 1993 and the Asbestos Regulations 2001. Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally</p> <p>The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u></b></p>				
38	Asbestos roof sheeting including timber purlins, underlay, etc complete and the provision of a certificate of safe disposal for asbestos	m2	512	R	-
39	Nailed up flush plasterboard ceilings, nutec cement ceilings, covers strips, cornices, brandering, etc.	m2	433	R	-
40	Asbestos rainwater pipes and gutters and fixings	m	91	R	-
41	Asbestos fascia boards and fixings	m	64	R	-
42	Asbestos Barge Boards and fixings	m	28	R	-
	<b><u>Take out and remove doors, windows, etc from brickwork</u></b>				
43	Timber door 900 x 2 100mm high from wooden door frame in one brick wall	No	1	R	-
44	Timber double door and timber door frame 1 600 x 2 100mm high from wooden door frame in one brick wall	No	2	R	-
	<b><u>Take down and remove steel windows</u></b>				
45	Steel windows and prepare openings to receive new aluminium windows (elsewhere measured)	m2	34	R	-
	<b>Carried to summary</b>			<b>R</b>	<b>-</b>

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 3: MATERNITY WARD</u></b></p> <p><b><u>BILL NO. 9</u></b></p> <p><b><u>MASONRY (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>BRICKWORK</u></b></p> <p>(CPAP WORK GROUP NO. 116 UNLESS OTHERWISE STATED)</p> <p>Sizes in descriptions</p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Bricks</p> <p>Clay &amp; concrete bricks are to comply with N.H.B.R.C Part 2, Section 3</p> <p>Hollow walls etc</p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating.</p> <p>Pointing</p> <p>All pointing of exposed joints to be concave</p> <p>Samples</p> <p>Samples of all masonry building units, except those of walls described as "loadbearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "loadbearing" shall consist of 30 units from every 30 000 units delivered to site</p> <p><b><u>SUPERSTRUCTURE</u></b></p> <p><b><u>Brickwork of NFP bricks in class II mortar</u></b></p>			
46	Half brick walls in beamfilling	Item	1	
	<p><b><u>BRICKWORK SUNDRIES</u></b></p> <p><b><u>Galvanized brickwork reinforcement</u></b></p>			
47	75mm Wide reinforcement built in horizontally	Item	1	
	<b><u>Galvanised hoop iron cramps, ties, etc</u></b>			
48	30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end cast into concrete	Item	1	
	<b>Carried to summary</b>			

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 3: MATERNITY WARD</u></b></p> <p><b><u>BILL NO. 10</u></b></p> <p><b><u>ROOF COVERINGS, CLADDING, ETC. (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Sheeting</p> <p>The roof sheeting shall be 0,55mm AZ150 ZincAl or equal approved IBR 686 profile roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Z275 galvanized steel complying with ISQ 550 (3T). A certificate verifying compliance shall be issued by the manufacturer</p> <p>Finish for AZ150 Zincalume</p> <p>The profile shall be supplied with a paint finish G550 consisting of a full top coat "Colourplus" or equal approved silicone modified polyester Colour: To match existing on one side and Cool Grey backing to other</p> <p>Assembly</p> <p>The AZ150 ZincAl sheets shall be fixed to every purlin strictly in accordance with manufacturer's specifications. Holes through sheeting are to be drilled and NO punching of holes are allowed. 8mm Diameter x 75mm long fixing screws with 19mm diameter washer and rubber gasket are to be used. Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheetting which has become deformed or damaged in any way, shall be replaced</p> <p>Flashings</p> <p>Flashings shall be approved by roof sheeting manufacturer and fixed to the sheeting with S10 clips to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel splatter from penetrating colour coated areas. The flashings shall be supplied with a paint finish consisting of a full top coat silicon modified polyester Colour : White to one side</p> <p>Quality Assurance</p> <p>The manufacturer shall be assessed and certified as complying with ISO 9001: 2008 Quality Management System</p> <p>Guarantee</p> <p>AZ150 ZincAl or equal approved sheeting shall be laid in strict accordance with manufacturer's specifications by an approved contractor. The employer shall be provided with a ten year written guarantee on materials and a five year written guarantee on workmanship and water-tightness after final inspection of the roofs, by the manufacturer</p> <p>Handling and Storage</p> <p>The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction</p> <p>Inspection Prior to Installation or Erection</p>			

Before commencing with installation, the contractor shall verify that the following items have been checked and accepted: a. The entire structure or the portion thereof to be sheeted has been correctly aligned, levelled and grouted b. Purlins and sheeting rails are at the correct spacing and are within the specified tolerances c. The corners of the roof are square and the wall framework is perpendicular or as specified d. No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework e. All members to which roofing and cladding are to be fixed in aesthetically sensitive areas are true and square f. Paint and any other materials that may be incompatible with the sheeting, have been painted over or so dealt with that direct contact with the sheeting is avoided g. The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor shall request instructions from the engineer before proceeding with the fixing of the cladding

#### Protrusion through Sheeted Surfaces

Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugation

#### **PROFILED METAL SHEETING AND ACCESSORIES**

(CPAP WORK GROUP NO. 125 UNLESS OTHERWISE STATED)

0.55mm Zinalume IBR 686 sheeting and accessories with "Colorplus" finish (colour : Standard colour on one side and CoolGrey backing to other), in long lengths fixed using Class 3 Climaseal screws (8mm diameter with 26mm diameter washer and rubber gasket) as per manufacturer's recommendations for coastal areas to 50 x 76mm treated SA Pine purlins @ 1 100mm centres on Sisalation elsewhere measured

49 Roof covering with pitch not exceeding 25 degrees

m2

512

R

-

50 Ridge covering 650mm girth, screwed through sheet to purlins

m

35

R

-

51 Moulded Metal Polyclosures for IBR roof sheeting profile color coated.

m

70

R

-

#### **ROOF AND WALL INSULATION**

"Sisalation 420" or equal approved heavy industrial grade aluminium foil based insulation

52 Insulation laid taut over rafters (at approximately 1 200mm centres) and fixed concurrent with purlins, etc including pvc coated steel straining wires

m2

390

R

-

Carried to summary

R

-

Item No	Description	UOM	Qty	Amount	
	<p><b><u>SECTION 3: MATERNITY WARD</u></b></p> <p><b><u>BILL NO. 11</u></b></p> <p><b><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Proprietary products in descriptions:</p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p>Prefabricated roof trusses:</p> <p>Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.</p> <p>Joinery:</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.</p> <p>Fixing:</p> <p>All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.</p> <p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.</p> <p>Where items are described as 'bolted' the bolts have been measured elsewhere.</p> <p><b><u>ROOFS, ETC</u></b></p> <p><b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Tenderers referred to the attached roof plan, sections, elevations, mechanical and electrical drawings before pricing these items.</p> <p>Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.</p> <p>Roof coverings are steel sheeting on purlins.</p> <p>Ceilings are nailed up flush plaster board including brandering.</p>				
53	Design supply and install timber roof complete approximate area on plan 512m2, including trusses, rafters, posts, ties beams, gang boarding, temporary permanent bracing, hurricane clips, etc.	Item	1	R	-
54	Allowance for the issue of TR1 and TR2 certificates after completion of roof installation, signed by a competent person	Item	1	R	-
	<b><u>Sawn softwood:</u></b>				
55	38 x 114mm Wall plate.	m	68	R	-
56	76 x 50mm Purlins	m	250	R	-
57	76 x 114 False rafter fixed to ends of rafters to receive fascia boards (elsewhere)	m	80	R	-
	<b><u>EAVES, VERGES, ETC.</u></b>				
	Medium density plain fibre-cement fascias and barge boards				

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Item No	Description	UOM	Qty	Amount	
<b><u>SECTION 3: MATERNITY WARD</u></b>					
<b><u>BILL NO. 12</u></b>					
<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING (PROVISIONAL)</u></b>					
<b><u>PREAMBLES</u></b>					
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.					
<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					
<b><u>NAILED UP CEILINGS</u></b>					
<u>4mm Fibre cement ceiling board with H-type pressed steel jointing strips</u>					
60	Ceilings including 38 x 38 sawn softwood brandering at 400mm centres	m2	390	R	-
61	Extra over ceiling for 610 x 610mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	2		-
62	Extra over for opening for smoke detectors	No	3	R	-
63	Extra over for opening for surface mounted lite fittings.	Item	1	R	-
64	Extra over for openings for extract grille.	No	3	R	-
65	Extra over for opening for ceiling fan.	No	3		-
<u>Rhino gypsum plasterboard cornices</u>					
66	75mm coved cornices	m	50		-
<b><u>ROOF INSULATION</u></b>					
<u>Sisalation or similar approved insulation</u>					
67	100mm thick insulation closely fitted and laid on top of brand	m2	390		-
Carried to summary					R -

[illegible]

Item No	Description	UOM	Qty		Amount
	<p><b><u>SECTION 3: MATERNITY WARD</u></b></p> <p><b><u>BILL NO.14</u></b></p> <p><b><u>PAINTWORK (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>ON PLASTER BOARD</u></b></p> <p><u>Prepare, brush surface to remove all loose contaminants and apply one coat approved alkali resistant primer, and two coats approved super acrylic PVA Colour: White</u></p>				
75	On ceilings and cornices	m2	440	R	-
	<p><b><u>ON FIBRE CEMENT</u></b></p> <p><u>Prepare and brush surface to remove loose contaminants and apply one coat professional gypsum &amp; plaster primer PP700, and two coats approved</u></p>				
76	On fascias and barge boards	m2	100	R	-
77	On eaves and verge closures	Item	1	R	-
	<p><b><u>ON WOOD</u></b></p> <p><u>Prepare and brush surface to remove all loose contaminants and apply two coats approved carbolineum anti-corrosive coal tar paint</u></p>				
78	On roof timbers at eaves and verges	Item	1	R	-
<b>Carried to summary</b>					R -

Item No	Description	UOM	Qty	Amount
<b>SECTION 3: MATERNITY WARD</b>				
<b><u>BILL NO. 15</u></b>				
<b><u>ELECTRICAL WORKS (PROVISIONAL)</u></b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>ELECTRICAL INSTALLATIONS</b>				
79	Provide a provisional sum of R200 000 For all necessary electrical repairs and installations	Item	1	R -
80	Allow for profit	Item	1	R -
81	Allow for attendance	Item	1	R -
<b>Carried to summary</b>				

Item No	Description	UOM	Qty	Amount
<b>SECTION 2: MATERNITY WARD</b>				
<b>BILL NO. 16</b>				
<b>MECHANICAL WORKS (PROVISIONAL)</b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>MECHANICAL INSTALLATIONS</b>				
82	Provide a provisional sum of R500 000 For all necessary mechanical repairs and installations	Item	1	R -
83	Allow for profit	Item	1	R -
84	Allow for attendance	Item	1	R -
Carried to summary				R -

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 4</u></b></p> <p><b><u>SECTION 4 : SMALL BUILDING AND VERANDA</u></b></p> <p><b><u>BILL NO. 17</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Existing Furniture, Equipment, etc</u></p> <p>The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done</p> <p>Damage to existing finishes</p> <p>The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account</p> <p>Responsibility for site</p> <p>The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above</p> <p>General</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining classroom blocks and their students. He shall provide proper protection of the works and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as floors, skirtings, plaster, painting, etc and such making good is to match adjoining work in all respects and in all trades</p> <p>Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained</p> <p>Removal of asbestos material</p>			

	<p>All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations etc</p> <p>The following shall apply in respect of asbestos removal</p> <p>The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act, 1993 and the Asbestos Regulations 2001. Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally</p> <p>The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u></b></p>				
85	Asbestos roof sheeting including timber purlins, underlay, etc complete and the provision of a certificate of safe disposal for asbestos	m2	165	R	-
86	Nailed up flush plasterboard ceilings, nutec cement ceilings, covers strips, cornices, brackerings, etc.	m2	99	R	-
87	Asbestos rainwater pipes and gutters and fixings	m	29	R	-
88	Asbestos fascia boards and fixings	m	25	R	-
89	Asbestos Barge Boards and fixings	m	16	R	-
	<b>Carried to summary</b>			<b>R</b>	<b>-</b>





Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 4 : SMALL BUILDING AND VERANDA</u></b></p> <p><b><u>BILL NO. 19</u></b></p> <p><b><u>ROOF COVERINGS, CLADDING, ETC. (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Sheeting</p> <p>The roof sheeting shall be 0,55mm AZ150 ZincAl or equal approved IBR 686 profile roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Z275 galvanized steel complying with ISQ 550 (3T). A certificate verifying compliance shall be issued by the manufacturer</p> <p>Finish for AZ150 Zincalume</p> <p>The profile shall be supplied with a paint finish G550 consisting of a full top coat "Colourplus" or equal approved silicone modified polyester Colour: To match existing on one side and Cool Grey backing to other</p> <p>Assembly</p> <p>The AZ150 ZincAl sheets shall be fixed to every purlin strictly in accordance with manufacturer's specifications. Holes through sheeting are to be drilled and NO punching of holes are allowed. 8mm Diameter x 75mm long fixing screws with 19mm diameter washer and rubber gasket are to be used. Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheetinq which has become deformed or damaged in any way, shall be replaced</p> <p>Flashings</p> <p>Flashings shall be approved by roof sheeting manufacturer and fixed to the sheeting with S10 clips to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel splatter from penetrating colour coated areas. The flashings shall be supplied with a paint finish consisting of a full top coat silicon modified polyester Colour : White to</p> <p>Quality Assurance</p> <p>The manufacturer shall be assessed and certified as complying with ISO 9001: 2008 Quality Management System</p> <p>Guarantee</p> <p>AZ150 ZincAl or equal approved sheeting shall be laid in strict accordance with manufacturer's specifications by an approved contractor. The employer shall be provided with a ten year written guarantee on materials and a five year written guarantee on workmanship and water-tightness after final inspection of the roofs, by the manufacturer</p> <p>Handling and Storage</p> <p>The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction</p> <p>Inspection Prior to Installation or Erection</p>			

Before commencing with installation, the contractor shall verify that the following items have been checked and accepted: a. The entire structure or the portion thereof to be sheeted has been correctly aligned, levelled and grouted b. Purlins and sheeting rails are at the correct spacing and are within the specified tolerances c. The corners of the roof are square and the wall framework is perpendicular or as specified d. No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework e. All members to which roofing and cladding are to be fixed in aesthetically sensitive areas are true and square f. Paint and any other materials that may be incompatible with the sheeting, have been painted over or so dealt with that direct contact with the sheeting is avoided g. The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor shall request instructions from the engineer before proceeding with the fixing of the cladding

#### Protrusion through Sheeted Surfaces

Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugation

#### **PROFILED METAL SHEETING AND ACCESSORIES**

(CPAP WORK GROUP NO. 125 UNLESS OTHERWISE STATED)

0,55mm Zinalume IBR 686 sheeting and accessories with "Colorplus" finish (colour : Standard colour on one side and CoolGrey backing to other), in long lengths fixed using Class 3 Climaseal screws (8mm diameter with 26mm diameter washer and rubber gasket) as per manufacturer's recommendations for coastal areas to 50 x 76mm treated SA Pine purlins @ 1 100mm centres on Sisalation elsewhere measured

93	Roof covering with pitch not exceeding 25 degrees	m2	250	R	-
94	Ridge covering 650mm girth, screwed through sheet to purlins	m	17	R	-
95	Moulded Metal Polyclosures for IBR roof sheeting profile color coated.	m	16	R	-

#### **ROOF**

"Sisalation 420" or equal approved heavy industrial grade aluminium foil based insulation

96	Insulation laid taut over rafters (at approximately 1 200mm centres) and fixed concurrent with purlins, etc including pvc coated steel straining wires	m2	180	R	-
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Carried to summary

R -

Item No	Description	UOM	Qty	Amount	
	<b><u>SECTION 4 : SMALL BUILDING AND VERANDA</u></b>				
	<b><u>BILL NO. 20</u></b>				
	<b><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></b>				
	<b><u>PREAMBLES</u></b>				
	The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Proprietary products in descriptions:				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	Prefabricated roof trusses:				
	Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.				
	Joinery:				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.				
	Fixing:				
	All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.				
	Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
	Where items are described as 'bolted' the bolts have been measured elsewhere.				
	<b><u>ROOFS, ETC</u></b>				
	<b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Tenderers referred to the attached roof plan, sections, elevations, mechanical and electrical drawings before pricing these items.				
	Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.				
	Roof coverings are steel sheeting on purlins.				
	Ceilings are nailed up flush plaster board including brandering.				
97	Design supply and install timber roof complete approximate area on plan 250m2, including trusses, rafters, posts, ties beams, gang boarding, temporary permanent bracing, hurricane clips, etc.	Item	1	R	-
98	Allowance for the issue of TR1 and TR2 certificates after completion of roof installation, signed by a competent person	Item	1	R	-
	Sawn softwood:				
99	38 x 114mm Wall plate.	m	62	R	-
100	76 x 50mm Purlins	m	110	R	-
101	76 x114 False rafter fixed to ends of rafters to receive fascia boards (elsewhere)	m	40	R	-
	<b><u>EAVES, VERGES, ETC.</u></b>				
	<b><u>Medium density plain fibre-cement fascias and barge boards</u></b>				

102	12mm x 225mm Fascia boards including aluminium H- profile fascia joiners fixed with galvanised screws and washers <u>Fibre-cement socketless barge boards</u>	m	40	R	-
103	200mm x 80mm Barge boards, including aluminium H-profile jointing strips etc	m	35	R	-
Carried to summary					
				R	-

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Item No	Description	UOM	Qty		Amount
	<b>SECTION 4 : SMALL BUILDING AND VERANDA</b>				
	<b>BILL NO.23</b>				
	<b>PAINTWORK (PROVISIONAL)</b>				
	<b>PREAMBLES</b>				
	The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
	<b>ON PLASTER BOARD</b>				
	<u>Prepare, brush surface to remove all loose contaminants and apply one coat approved alkali resistant primer, and two coats approved super acrylic PVA Colour: White</u>				
119	On ceilings and cornices	m2	160	R	-
	<b>ON FIBRE CEMENT</b>				
	<u>Prepare and brush surface to remove loose contaminants and apply one coat professional gypsum &amp; plaster primer PP700, and two coats approved</u>				
120	On fascias and barge boards	m2	75	R	-
121	On eaves and verge closures	Item	1		
	<b>ON WOOD</b>				
	<u>Prepare and brush surface to remove all loose contaminants and apply two coats approved carbolineum anti-corrosive coal tar paint</u>				
122	On roof timbers at eaves and verges	Item	1		
Carried to summary					R -

Item No	Description	UOM	Qty	Amount	
<b>SECTION 4 : SMALL BUILDING AND VERANDA</b>					
<b><u>BILL NO. 24</u></b>					
<b><u>ELECTRICAL WORKS (PROVISIONAL)</u></b>					
<b>PREAMBLES</b>					
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.					
<b>ELECTRICAL INSTALLATIONS</b>					
123	Provide a provisional sum of R50 000 For all necessary electrical repairs and installations	Item	1	R	-
124	Allow for profit	Item	1	R	-
125	Allow for attendance	Item	1	R	-



Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 5</u></b></p> <p><b><u>SECTION 5 : PEDIATRIC WARD</u></b></p> <p><b><u>BILL NO. 25</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Existing Furniture, Equipment, etc</u></p> <p>The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done</p> <p>Damage to existing finishes</p> <p>The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account</p> <p>Responsibility for site</p> <p>The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above</p> <p>General</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining classroom blocks and their students. He shall provide proper protection of the works and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as floors, skirtings, plaster, painting, etc and such making good is to match adjoining work in all respects and in all trades</p> <p>Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained</p> <p>Removal of asbestos material</p>			

	<p>All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations, etc.</p> <p>The following shall apply in respect of asbestos removal</p> <p>The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act, 1993 and the Asbestos Regulations 2001. Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally.</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally.</p> <p>The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u></b></p>				
126	Asbestos roof sheeting including timber purlins, underlay, etc complete and the provision of a certificate of safe disposal for asbestos	m2	1050	R	-
127	Nailed up flush plasterboard ceilings, nutec cement ceilings, covers strips, cornices, brandering, etc.	m2	800	R	-
128	Asbestos rainwater pipes and gutters and fixings	m	195	R	-
129	Asbestos fascia boards, Barge boards and fixings	m	190	R	-
	<b>Carried to summary</b>			<b>R</b>	<b>-</b>

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 5 : PEDIATRIC WARD</u></b></p> <p><b><u>BILL NO. 26</u></b></p> <p><b><u>MASONRY (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>BRICKWORK</u></b></p> <p>(CPAP WORK GROUP NO. 116 UNLESS OTHERWISE STATED)</p> <p>Sizes in descriptions</p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Bricks</p> <p>Clay &amp; concrete bricks are to comply with N.H.B.R.C Part 2, Section 3</p> <p>Hollow walls etc</p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating.</p> <p>Pointing</p> <p>All pointing of exposed joints to be concave</p> <p>Samples</p> <p>Samples of all masonry building units, except those of walls described as "loadbearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "loadbearing" shall consist of 30 units from every 30 000 units delivered to site</p> <p><b><u>SUPERSTRUCTURE</u></b></p> <p><b><u>Brickwork of NFP bricks in class II mortar</u></b></p>			
130	<p>Half brick walls in beamfilling</p> <p><b><u>BRICKWORK SUNDRIES</u></b></p> <p><b><u>Galvanized brickwork reinforcement</u></b></p>	Item	1	
131	<p>75mm Wide reinforcement built in horizontally</p> <p><b><u>Galvanised hoop iron cramps, ties, etc</u></b></p>	Item	1	
132	<p>30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end cast into concrete</p>	Item	1	
	Carried to summary			

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 5 : PEDIATRIC WARD</u></b></p> <p><b><u>BILL NO. 27</u></b></p> <p><b><u>ROOF COVERINGS, CLADDING, ETC. (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Sheeting</p> <p>The roof sheeting shall be 0,55mm AZ150 ZincAl or equal approved IBR 686 profile roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Z275 galvanized steel complying with ISQ 550 (3T). A certificate verifying compliance shall be issued by the manufacturer</p> <p>Finish for AZ150 Zinalume</p> <p>The profile shall be supplied with a paint finish G550 consisting of a full top coat "Colourplus" or equal approved silicone modified polyester Colour: To match existing on one side and Cool Grev backing to other</p> <p>Assembly</p> <p>The AZ150 ZincAl sheets shall be fixed to every purlin strictly in accordance with manufacturer's specifications. Holes through sheeting are to be drilled and NO punching of holes are allowed. 8mm Diameter x 75mm long fixing screws with 19mm diameter washer and rubber gasket are to be used. Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheetting which has become deformed or damaged in any way, shall be replaced</p> <p>Flashings</p> <p>Flashings shall be approved by roof sheeting manufacturer and fixed to the sheeting with S10 clips to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel splatter from penetrating colour coated areas. The flashings shall be supplied with a paint finish consisting of a full top coat silicon modified polyester Colour : White to</p> <p>Quality Assurance</p> <p>The manufacturer shall be assessed and certified as complying with ISO 9001: 2008 Quality Management System</p> <p>Guarantee</p> <p>AZ150 ZincAl or equal approved sheeting shall be laid in strict accordance with manufacturer's specifications by an approved contractor. The employer shall be provided with a ten year written guarantee on materials and a five year written guarantee on workmanship and water-tightness after final inspection of the roofs, by the manufacturer</p> <p>Handling and Storage</p> <p>The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction</p> <p>Inspection Prior to Installation or Erection</p>			

	<p>Before commencing with installation, the contractor shall verify that the following items have been checked and accepted: a. The entire structure or the portion thereof to be sheeted has been correctly aligned, levelled and grouted b. Purlins and sheeting rails are at the correct spacing and are within the specified tolerances c. The corners of the roof are square and the wall framework is perpendicular or as specified d. No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework e. All members to which roofing and cladding are to be fixed in aesthetically sensitive areas are true and square f. Paint and any other materials that may be incompatible with the sheeting, have been painted over or so dealt with that direct contact with the sheeting is avoided g. The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor shall request instructions from the engineer before proceeding with the fixing of the cladding</p> <p>Protrusion through Sheeted Surfaces</p> <p>Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugation</p> <p><b>PROFILED METAL SHEETING AND ACCESSORIES</b></p> <p>(CPAP WORK GROUP NO. 125 UNLESS OTHERWISE STATED)</p> <p><u>0,55mm Zinalume IBR 686 sheeting and accessories with "Colorplus" finish (colour : Standard colour on one side and CoolGrey backing to other), in long lengths fixed using Class 3 Climaseal screws (8mm diameter with 26mm diameter washer and rubber gasket) as per manufacturer's recommendations for coastal areas to 50 x 76mm treated SA Pine purlins @ 1 100mm centres on Sisalation elsewhere measured</u></p>				
133	Roof covering with pitch not exceeding 25 degrees	m2	1115	R	-
134	Ridge covering 650mm girth, screwed through sheet to purlins	m	100	R	-
135	Moulded Metal Polyclosures for IBR roof sheeting profile color coated.	m	70	R	-
	<p><b>ROOF INSULATION</b></p> <p><u>"Sisalation 420" or equal approved heavy industrial grade aluminium foil based insulation</u></p>				
136	Insulation laid taut over rafters (at approximately 1 200mm centres) and fixed concurrent with purlins, etc including pvc coated steel straining wires	m2	390	R	-
	<p><b>SHEET METAL FLASHINGS, LININGS, COPINGS, ETC.</b></p> <p><u>0,6mm Galvanised sheet steel with "Globalcoat" finish on one side</u></p>				
137	Linings to valleys 900mm girth with riveted and sealed joints.	m	24	R	-
	Carried to summary			R	-

Item No	Description	UOM	Qty	Amount	
	<p><b><u>SECTION 5 : PEDIATRIC WARD</u></b></p> <p><b><u>BILL NO. 28</u></b></p> <p><b><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Proprietary products in descriptions:</p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p>Prefabricated roof trusses:</p> <p>Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.</p> <p>Joinery:</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.</p> <p>Fixing:</p> <p>All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.</p> <p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.</p> <p>Where items are described as 'bolted' the bolts have been measured elsewhere.</p> <p><b><u>ROOFS, ETC</u></b></p> <p><b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Tenderers referred to the attached roof plan, sections, elevations, mechanical and electrical drawings before pricing these items.</p> <p>Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.</p> <p>Roof coverings are steel sheeting on purlins.</p> <p>Ceilings are nailed up flush plaster board including brandering.</p>				
138	Design supply and install timber roof complete approximate area on plan 1115m2, including trusses, rafters, posts, ties beams, gang boarding, temporary permanent bracing, hurricane clips etc.	Item	1	R	-
139	Allowance for the issue of TR1 and TR2 certificates after completion of roof installation, signed by a competent person	Item	1	R	-
	Sawn softwood:				
140	38 x 114mm Wall plate.	m	140	R	-
141	76 x 50mm Purlins	m	567	R	-
142	76 x114 False rafter fixed to ends of rafters to receive fascia boards (elsewhere)	m	80	R	-
	<p><b><u>EAVES, VERGES, ETC.</u></b></p> <p><u>Medium density plain fibre-cement fascias and barge boards</u></p>				

143	12mm x 225mm Fascia boards including aluminium H- profile fascia joiners fixed with galvanised screws and washers	m	140
	Fibre-cement socketless barge boards		
144	200mm x 80mm Barge boards, including aluminium H-profile jointing strips etc	m	50
Carried to summary			
			R -
			R -

Item No	Description	UOM	Qty	Amount	
<b>SECTION 5 : PEDIATRIC WARD</b>					
<b>BILL NO. 29</b>					
<b>CEILINGS, PARTITIONS AND ACCESS FLOORING (PROVISIONAL)</b>					
<b>PREAMBLES</b>					
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.					
<b>SUPPLEMENTARY PREAMBLES</b>					
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					
<b>NAILED UP CEILINGS</b>					
<u>4mm Fibre cement ceiling board with H-type pressed steel jointing strips</u>					
145	Ceilings including 38 x 38 sawn softwood brandering at 400mm centres	m2	1030	R	-
146	Extra over ceiling for 610 x 610mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	5		-
147	Extra over for opening for smoke detectors	No	6	R	-
148	Extra over for openings for extract grille.	No	5	R	-
149	Extra over for opening for ceiling fan.	No	3		-
<u>Rhino gypsum plasterboard cornices</u>					
150	75mm coved cornices	m	215		-
<b>ROOF INSULATION</b>					
<u>Sisalation or similar approved insulation</u>					
151	100mm thick insulation closely fitted and laid on top of brand	m2	1030		-
Carried to summary				R	-



Item No	Description	UOM	Qty		Amount
	<b><u>SECTION 5 : PEDIATRIC WARD</u></b>				
	<b><u>BILL NO. 30</u></b>				
	<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>				
	<b><u>PREAMBLES</u></b>				
	The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
	<b><u>PLUMBING AND DRAINAGE</u></b>				
	(CPAP WORK GROUP NO. 148 UNLESS OTHERWISE STATED)				
	<b><u>RAINWATER DISPOSAL</u></b>				
	Pre-coated seamless aluminium gutters including matching rivet fixed mitres and end caps sealed using silicon mastic hung by screw fixed internal aluminium hangers at 600mm centres with accessories installed in accordance with manufactures instructions. colour to Architects approval (non-standard colours)				
	<b><u>0.8mm Chromadek seamless gutters and rainwater pipes</u></b>				
152	150 x 100mm Gutters fixed with concealed brackets	m	140	R	-
153	Extra over eaves gutter for stopped end	No	20	R	-
154	Extra over eaves gutter for outlet for 100 x 75mm pipe	No	20	R	-
155	Extra over eaves gutter for drop box suitable for 150 x 100mm gutter	No	20	R	-
156	Rainwater Down pipes	m	60	R	-
157	Extra over rainwater pipe for plinth bend	No	20	R	-
158	Extra over rainwater pipe for shoe.	No	20	R	-
<b>Carried to summary</b>					R -

[illegible]

Item No	Description	UOM	Qty	Amount
<b>SECTION 5 : PEDIATRIC WARD</b>				
<b><u>BILL NO. 32</u></b>				
<b><u>ELECTRICAL WORKS (PROVISIONAL)</u></b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>ELECTRICAL INSTALLATIONS</b>				
166	Provide a provisional sum of R400 000 For all necessary electrical repairs and installations	Item	1	R -
167	Allow for profit	Item	1	R -
168	Allow for attendance	Item	1	R -
<b>Carried to summary</b>				

Item No	Description	UOM	Qty	Amount
<b>SECTION 5 : PEDIATRIC WARD</b>				
<b>BILL NO. 33</b>				
<b>MECHANICAL WORKS (PROVISIONAL)</b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>MECHANICAL INSTALLATIONS</b>				
169	Provide a provisional sum of R500 000 For all necessary mechanical repairs and installations	Item	1	R -
170	Allow for profit	Item	1	R -
171	Allow for attendance	Item	1	R -
Carried to summary				R -

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 6</u></b></p> <p><b><u>SECTION 6 : OLD THEATRE</u></b></p> <p><b><u>BILL NO. 34</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Existing Furniture, Equipment, etc</u></p> <p>The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done</p> <p>Damage to existing finishes</p> <p>The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account</p> <p>Responsibility for site</p> <p>The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above</p> <p>General</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining classroom blocks and their students. He shall provide proper protection of the works and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as floors, skirtings, plaster, painting, etc and such making good is to match adjoining work in all respects and in all trades</p> <p>Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained</p> <p>Removal of asbestos material</p>			

	<p>All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations etc</p> <p>The following shall apply in respect of asbestos removal</p> <p>The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act, 1993 and the Asbestos Regulations 2001. Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally.</p> <p>Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material. Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally.</p> <p>The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u></b></p>				
172	Asbestos roof sheeting including timber purlins, underlay, etc complete and the provision of a certificate of safe disposal for asbestos	m2	933	R	-
173	Nailed up flush plasterboard ceilings, nutec cement ceilings, covers strips, cornices, brandering, etc.	m2	890	R	-
174	Asbestos rainwater pipes and gutters and fixings	m	98	R	-
175	Asbestos and wooden fascia boards, Barge boards and fixings	m	116	R	-
	<b>Carried to summary</b>			<b>R</b>	<b>-</b>

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 6 : OLD THEATRE</u></b></p> <p><b><u>BILL NO. 35</u></b></p> <p><b><u>MASONRY (PROVISIONAL)</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>BRICKWORK</u></b></p> <p>(CPAP WORK GROUP NO. 116 UNLESS OTHERWISE STATED)</p> <p>Sizes in descriptions</p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Bricks</p> <p>Clay &amp; concrete bricks are to comply with N.H.B.R.C Part 2, Section 3</p> <p>Hollow walls etc</p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating.</p> <p>Pointing</p> <p>All pointing of exposed joints to be concave</p> <p>Samples</p> <p>Samples of all masonry building units, except those of walls described as "loadbearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "loadbearing" shall consist of 30 units from every 30 000 units delivered to site</p> <p><b><u>SUPERSTRUCTURE</u></b></p> <p><b><u>Brickwork of NFP bricks in class II mortar</u></b></p>			
176	<p>Half brick walls in beamfilling</p> <p><b><u>BRICKWORK SUNDRIES</u></b></p> <p><b><u>Galvanized brickwork reinforcement</u></b></p>	Item	1	
177	<p>75mm Wide reinforcement built in horizontally</p> <p><b><u>Galvanised hoop iron cramps, ties, etc</u></b></p>	Item	1	
178	<p>30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end cast into concrete</p>	Item	1	
	Carried to summary			

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 6 : OLD THEATRE</u></b></p> <p><b><u>BILL NO. 36</u></b></p> <p><b><u>ROOF COVERINGS, CLADDING, ETC. (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Sheeting</p> <p>The roof sheeting shall be 0,55mm AZ150 ZincAl or equal approved IBR 686 profile roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Z275 galvanized steel complying with ISQ 550 (3T). A certificate verifying compliance shall be issued by the manufacturer</p> <p>Finish for AZ150 Zincalume</p> <p>The profile shall be supplied with a paint finish G550 consisting of a full top coat "Colourplus" or equal approved silicone modified polyester Colour: To match existing on one side and Cool Grey backing to other</p> <p>Assembly</p> <p>The AZ150 ZincAl sheets shall be fixed to every purlin strictly in accordance with manufacturer's specifications. Holes through sheeting are to be drilled and NO punching of holes are allowed. 8mm Diameter x 75mm long fixing screws with 19mm diameter washer and rubber gasket are to be used. Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheetting which has become deformed or damaged in any way, shall be replaced</p> <p>Flashings</p> <p>Flashings shall be approved by roof sheeting manufacturer and fixed to the sheeting with S10 clips to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip. Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel splatter from penetrating colour coated areas. The flashings shall be supplied with a paint finish consisting of a full top coat silicon modified polyester Colour : White to one side</p> <p>Quality Assurance</p> <p>The manufacturer shall be assessed and certified as complying with ISO 9001: 2008 Quality Management System</p> <p>Guarantee</p> <p>AZ150 ZincAl or equal approved sheeting shall be laid in strict accordance with manufacturer's specifications by an approved contractor. The employer shall be provided with a ten year written guarantee on materials and a five year written guarantee on workmanship and water-tightness after final inspection of the roofs, by the manufacturer</p> <p>Handling and Storage</p> <p>The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction</p> <p>Inspection Prior to Installation or Erection</p>			



	<p>Before commencing with installation, the contractor shall verify that the following items have been checked and accepted: a. The entire structure or the portion thereof to be sheeted has been correctly aligned, levelled and grouted b. Purlins and sheeting rails are at the correct spacing and are within the specified tolerances c. The corners of the roof are square and the wall framework is perpendicular or as specified d. No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework e. All members to which roofing and cladding are to be fixed in aesthetically sensitive areas are true and square f. Paint and any other materials that may be incompatible with the sheeting, have been painted over or so dealt with that direct contact with the sheeting is avoided g. The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor shall request instructions from the engineer before proceeding with the fixing of the cladding</p> <p>Protrusion through Sheeted Surfaces</p> <p>Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugation</p> <p><b>PROFILED METAL SHEETING AND ACCESSORIES</b></p> <p>(CPAP WORK GROUP NO. 125 UNLESS OTHERWISE STATED)</p> <p><u>0.55mm Zinalume IBR 686 sheeting and accessories with "Colorplus" finish (colour : Standard colour on one side and CoolGrey backing to other), in long lengths fixed using Class 3 Climaseal screws (8mm diameter with 26mm diameter washer and rubber gasket) as per manufacturer's recommendations for coastal areas to 50 x 76mm treated SA Pine purlins @ 1 100mm centres on Sisalation elsewhere measured</u></p>				
179	Roof covering with pitch not exceeding 25 degrees	m2	960	R	-
180	Ridge covering 650mm girth, screwed through sheet to purlins	m	46	R	-
181	Hip covering 650mm girth, screwed through sheet to purlins	m	20	R	-
182	Moulded Metal Polyclosures for IBR roof sheeting profile color coated.	m	24	R	-
	<p><b>ROOF INSULATION</b></p> <p><u>"Sisalation 420" or equal approved heavy industrial grade aluminium foil based insulation</u></p>				
183	Insulation laid taut over rafters (at approximately 1 200mm centres) and fixed concurrent with purlins, etc including pvc coated steel straining wires	m2	933	R	-
	<p><b>SHEET METAL FLASHINGS, LININGS, COPINGS, ETC.</b></p> <p><u>0.6mm Galvanised sheet steel with "Globalcoat" finish on one side</u></p>				
184	Linings to valleys 900mm girth with riveted and sealed joints.	m	20	R	-
	Carried to summary			R	-

Item No	Description	UOM	Qty	Amount	
	<p><b><u>SECTION 6 : OLD THEATRE</u></b></p> <p><b><u>BILL NO. 37</u></b></p> <p><b><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Proprietary products in descriptions:</p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p>Prefabricated roof trusses:</p> <p>Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.</p> <p>Joinery:</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.</p> <p>Fixing:</p> <p>All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.</p> <p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.</p> <p>Where items are described as 'bolted' the bolts have been measured elsewhere.</p> <p><b><u>ROOFS, ETC</u></b></p> <p><b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Tenderers referred to the attached roof plan, sections, elevations, mechanical and electrical drawings before pricing these items.</p> <p>Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.</p> <p>Roof coverings are steel sheeting on purlins.</p> <p>Ceilings are nailed up flush plaster board including brandering.</p>				
185	Design supply and install timber roof complete approximate area on plan 960m2, including trusses, rafters, posts, ties beams, gang boarding, temporary permanent bracing, hurricane clips etc.	Item	1	R	-
186	Allowance for the issue of TR1 and TR2 certificates after completion of roof installation, signed by a competent person	Item	1	R	-
	Sawn softwood:				
187	38 x 114mm Wall plate.	m	94	R	-
188	76 x 50mm Purlins	m	764	R	-
189	76 x114 False rafter fixed to ends of rafters to receive fascia boards (elsewhere)	Item	1	R	-
	<p><b><u>EAVES, VERGES, ETC.</u></b></p> <p><u>Medium density plain fibre-cement fascias and barge boards</u></p>				

[illegible]

Item No	Description	UOM	Qty	Amount	
	<b><u>SECTION 6 : OLD THEATRE</u></b>				
	<b><u>BILL NO. 38</u></b>				
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING (PROVISIONAL)</u></b>				
	<b><u>PREAMBLES</u></b>				
	The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	<b><u>NAILED UP CEILINGS</u></b>				
	<u>4mm Fibre cement ceiling board with H-type pressed steel jointing strips</u>				
192	Ceilings including 38 x 38 sawn softwood bandering at 400mm centres	m2	690	R	-
193	Extra over ceiling for 610 x 610mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	3		-
194	Extra over for opening for smoke detectors	No	3	R	-
195	Extra over for openings for extract grille.	No	3	R	-
196	Extra over for opening for ceiling fan.	No	3		-
	<u>Rhino gypsum plasterboard cornices</u>				
197	75mm coved cornices	m	200		-
	<b><u>ROOF INSULATION</u></b>				
	<u>Sisalation or similar approved insulation</u>				
198	100mm thick insulation closely fitted and laid on top of brand	m2	690		-
	<b>Carried to summary</b>			R	-

Item No	Description	UOM	Qty	Amount		
<b><u>SECTION 6 : OLD THEATRE</u></b>						
<b><u>BILL NO. 39</u></b>						
<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>						
<b><u>PREAMBLES</u></b>						
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.						
<b><u>PLUMBING AND DRAINAGE</u></b>						
(CPAP WORK GROUP NO. 148 UNLESS OTHERWISE STATED)						
<b><u>RAINWATER DISPOSAL</u></b>						
Pre-coated seamless aluminium gutters including matching rivet fixed mitres and end caps sealed using silicon mastic hung by screw fixed internal aluminium hangers at 600mm centres with accessories installed in accordance with manufactures instructions. colour to Architects approval (non-standard colours)						
<b><u>0.8mm Chromadek seamless gutters and rainwater pipes</u></b>						
199	150 x 100mm Gutters fixed with concealed brackets	m	80	R	-	
200	Extra over eaves gutter for stopped end	No	6	R	-	
201	Extra over eaves gutter for outlet for 100 x 75mm pipe	No	6	R	-	
202	Extra over eaves gutter for drop box suitable for 150 x 100mm gutter	No	6	R	-	
203	Rainwater Down pipes	m	18	R	-	
204	Extra over rainwater pipe for plinth bend	No	6	R	-	
205	Extra over rainwater pipe for shoe.	No	6	R	-	
Carried to summary					R	-

Item No	Description	UOM	Qty	Amount
	<p><b><u>SECTION 6 : OLD THEATRE</u></b></p> <p><b><u>BILL NO.40</u></b></p> <p><b><u>PAINTWORK (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.</p> <p><b><u>ON PLASTER BOARD</u></b></p> <p><u>Prepare, brush surface to remove all loose contaminants and apply one coat approved alkali resistant primer, and two coats approved super acrylic PVA Colour: White</u></p>			
206	On ceilings and cornices	m2	890	R -
	<p><b><u>ON FIBRE CEMENT</u></b></p> <p><u>Prepare and brush surface to remove loose contaminants and apply one coat professional gypsum &amp; plaster primer PP700, and two coats approved</u></p>			
207	On fascias and barge boards	m2	120	R -
208	On eaves and verge closures	Item	1	
	<p><b><u>ON WOOD</u></b></p> <p><u>Prepare and brush surface to remove all loose contaminants and apply two coats approved carbolineum anti-corrosive coal tar paint</u></p>			
209	On roof timbers at eaves and verges	Item	1	
	Carried to summary			R -

Item No	Description	UOM	Qty	Amount
<b>SECTION 6 : OLD THEATRE</b>				
<b><u>BILL NO. 41</u></b>				
<b><u>ELECTRICAL WORKS (PROVISIONAL)</u></b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>ELECTRICAL INSTALLATIONS</b>				
210	Provide a provisional sum of R250 000 For all necessary electrical repairs and installations	Item	1	R -
211	Allow for profit	Item	1	R -
212	Allow for attendance	Item	1	R -
Carried to summary				R -

Item No	Description	UOM	Qty	Amount
<b>SECTION 6 : OLD THEATRE</b>				
<b>BILL NO. 42</b>				
<b>MECHANICAL WORKS (PROVISIONAL)</b>				
<b>PREAMBLES</b>				
The tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are incorporated in this Bill of Quantities.				
<b>MECHANICAL INSTALLATIONS</b>				
213	Provide a provisional sum of R500 000 For all necessary mechanical repairs and installations	Item	1	R -
214	Allow for profit	Item	1	R -
215	Allow for attendance	Item	1	R -
Carried to summary				R -



Bill No	Description				Amount
	<b><u>SUMMARY PAGE</u></b>				
1	Preliminaries				
2	Alterations				R -
3	Masonry				R -
4	Roof Coverings				R -
5	Carpentry & Joinery				R -
6	Ceilings, Partitions & Access Flooring				R -
7	Plumbing & Drainage				R -
8	Paintwork				R -
9	Electrical Works				R -
10	Mechanical Works				R -
	<b>Sub-total</b>				R -
	ADD 15% VAT				
	<b><u>Form carried to tender</u></b>				R -



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **PART C3. SCOPE OF WORKS**

C3.1 SCOPE OF WORKS			
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:		CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT	
Tender no:		ZNB 5157/2024-H	Project Code: 222768
1	SECTION 1		
	EXTENT OF THE WORKS		
	1.1	EMPLOYERS OBJECTIVES	
		Removal of Asbestos Roof, Damaged ceiling and replace with galvanised roof sheeting	
	1.2	OVERVIEW OF THE WORKS	
		Building works relating to the replacement of the asbestos roof, ceilings, electrical works and associated works on the affected buildings and buildings at Ceza Hospital	
	1.3	EXTENT OF THE WORKS	
		Roof inspections, replacement of asbestos and rainwater goods, installation of new ceilings and light fittings and associated electrical works.	
	1.4	LOCATION OF THE WORKS	
		Ceza Hospital	
	1.5	TEMPORARY WORKS	
		All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)	
2	ENGINEERING		
	2.1	EMPLOYER'S/CONTRACTOR'S DESIGN	
		Not applicable	
	2.2	DESIGN BRIEF	
		Inspection and replacement of asbestos roof and waterproofing with new including ceiling and lighting.	
	2.3	DRAWINGS	
		See list of Drawings/Annexures attached to this document	

2.4	<p><b>DESIGN PROCEDURES</b></p> <p>As defined by the latest version of their Gazatted Tariff of fee guides and corresponding FIDPM Stages 1-7.</p>
3	<p><b><u>PROCUREMENT</u></b></p>
3.1	<p><b>PREFERENTIAL PROCUREMENT PROCEDURES</b></p> <p>This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents.</p> <p>Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.</p>
3.2	<p><b>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b></p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p>
3.3	<p><b>SCOPE OF MANDATORY SUBCONTRACT WORK</b></p> <p>Not applicable</p>
3.4	<p><b>PREFERRED SUBCONTRACTORS/SUPPLIERS</b></p> <p>Not applicable</p>
3.5	<p><b>SUBCONTRACTING PROCEDURES</b></p> <p>Not applicable</p>
4	<p><b><u>CONSTRUCTION</u></b></p>
4.1	<p><b>APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS</b></p> <p>The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.</p> <p>Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.</p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p>

	<p>The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.</p> <p>Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.</p>												
<b>4.2</b>	<p><b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b></p> <p>See above 4.1</p>												
<b>4.3</b>	<p><b>PARTICULAR / GENERIC SPECIFICATIONS</b></p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table> <thead> <tr> <th><b><u>SPECIFICATION</u></b></th><th><b><u>PAGES</u></b></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td><td></td></tr> <tr> <td>Standard Preambles for all Trades (Rev 3) - DOH 2009</td><td>1 to 95</td></tr> <tr> <td>General Electrical Specification</td><td>E/1 to E/20</td></tr> <tr> <td>Lightning Protection Installation</td><td>LP/1 to LP/6</td></tr> </tbody> </table>	<b><u>SPECIFICATION</u></b>	<b><u>PAGES</u></b>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
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Lightning Protection Installation	LP/1 to LP/6												
<b>4.4</b>	<p><b>CERTIFICATION BY RECOGNIZED BODIES</b></p> <p>Appointed consultants must be actively registered with their relevant professional discipline</p>												
<b>4.5</b>	<p><b>AGRÉMENT CERTIFICATES</b></p> <p>Not applicable</p>												
<b>4.6</b>	<p><b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b></p> <p>Not applicable</p>												
<b>4.7</b>	<p><b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b></p> <p>None.</p>												
<b>4.8</b>	<p><b>OTHER SERVICES AND FACILITIES</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>												

5

## **MANAGEMENT**

### **5.1 APPLICABLE SANS 1921 STANDARDS**

SANS 876:2016 - Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2 kV up to and including 36 kV.

SANS 1874:2015 - Switchgear - Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 36 kV.

o The Occupational Health and Safety Act (Act 85, 1993) as amended

o The control panel, associated components and wiring shall be installed in compliance with the latest, relevant and applicable standards.

o SANS 10147: Refrigerating systems, including plants associated with AC systems

o SANS 347: Categorization and conformity assessment criteria for all pressure equipment

o SANS 10142: Code of Practice for Wiring of Premises

o SANS 60947-1: 2005/IEC 60947-1: 2004 to SANS 60947-8: 2004/IEC 60947-8: 2004: Low voltage switch gear and control gear.

o A Certificate of Conformity, in accordance with the OHS Act as amended and SANS 347, will be required for all refrigeration and air-conditioning works

o KwaZulu-Natal Department of Health Policy on Design of Mechanical Installations

o An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.

o The Machinery and Occupational Safety Act - Act 6/1983

o The Municipal by-laws and any special requirements of the Supply Authorities of the area or district concerned.

o Local Fire Regulations.

o All building works shall be in accordance with the Standard Preambles to All Trades. The contractor should fully familiarise himself with these documents prior to quoting.

### **5.2 RECORDING OF WEATHER**

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

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

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days	3	3	3
February	w/days	3	3	3
March	w/days	3	3	3
April	w/days	3	3	3
May	w/days	3	3	3
June	w/days	3	3	3
July	w/days	3	3	3
August	w/days	3	3	3
September	w/days	3	3	3
October	w/days	3	3	3
November	w/days	3	3	3
December	w/days	3	3	3

### **5.3 MANAGEMENT MEETINGS**

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.

In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.

Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

### **5.4 FORMS FOR CONTRACT ADMINISTRATION**

The Employer shall provide all necessary forms.

<b>5.5</b>	<b>ELECTRONIC PAYMENTS</b>  The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.
<b>5.6</b>	<b>DAILY RECORDS</b>  The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.
<b>5.7</b>	<b>BONDS AND GUARANTEES</b>  The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.
<b>5.8</b>	<b>PAYMENT CERTIFICATES</b>  Requirements will be in accordance with the Employers prescriptions.
<b>5.9</b>	<b>PERMITS</b>  The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site
<b>5.10</b>	<b>PROOF OF COMPLIANCE WITH THE LAW</b>  The following certificates must be provided before first delivery is taken: - Electrical Compliance Certificate - Lightning Certificate - Electrical and Mechanical test certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation - Asbestos removal compliance certificates
<b>5.11</b>	<b>INSURANCE PROVIDED BY THE EMPLOYER</b>  Not Applicable

Clause Numbers	<b><u>SECTION 2</u></b>	
	<b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b>	
	<b>4.1.7</b>	<b>The requirements for drawings, information and calculations for which the Contractor is responsible</b>
		0
	<b>4.2.1</b>	<b>The responsibility strategy assigned to the Contractor for the works is:</b>
		Strategy A
	<b>4.2.2</b>	<b>The structural engineer is:</b>
		0
	<b>4.2.3</b>	<b>Drawings &amp; other info are to be submitted in accordance with the contractors programme</b>
		Not applicable
	<b>4.3</b>	<b>The planning, programme and method statement are to comply with the following:</b>
		N/A
	<b>4.12.1</b>	<b>Samples of materials</b>
		The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: TBC
	<b>4.12.2</b>	<b>Fabrication drawings that the contractor is to provide to the employer are:</b>
		None
	<b>4.12.3</b>	<b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b>
		OFFICE FOR FOREMAN
		Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.
		TELEPHONE
		The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.
		OFFICE FOR INSPECTOR OF WORKS



	<p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p>
	<p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>
	<p>SHED</p> <p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>
<b>4.14.6</b>	<p><b>The requirement for provision and erection of signboards are:</b></p> <p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>
<b>4.17.1</b>	<p><b>Requirement for the termination, diversion or maintenance of existing services:</b></p> <p>Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.</p>
<b>4.17.3</b>	<p><b>Services which are known to exist on the site:</b></p> <p>Investigate and provide detail drawings.</p>
<b>4.17.4</b>	<p><b>Requirement for detection apparatus</b></p> <p>None</p>
<b>4.18</b>	<p><b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b></p>

	<p>By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the “principal contractor” and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p>
4.22	<p><b>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</b></p> <p>List of applicable sub-contractors to be compiled post award.</p>

## C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3.1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

**The provisions of 5.1 c) and d) do not apply to this contract.**

## **5.2 HIV awareness programme**

### **5.2.1** The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

### **5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

### **5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

## **5.3 Reporting**

### **5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).

### **5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.**

*The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.*

**C3.3 - HIV/STI COMPLIANCE REPORT**

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code: 

0
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Payment Claim number: 



 Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).
4. Counselling, support and care (summarise information provided).
5. HIV awareness programme (briefly describe action).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

6. Schedule of construction workers exposed to the HIV awareness programme.			
Name	<u>Identity number</u>	Trade / <u>occupation</u>	Name of <u>employer</u>

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

**For Contractor:**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Employer's representative:**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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### **PART C4. SITE INFORMATION**

<b>C4.1 SITE INFORMATION</b> <b>GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)</b>			
<b>Project title:</b>	<b>CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT</b>		
<b>Tender No.</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>
<b>C4.1      Site Information</b>			
<b>C4.1</b>	<b>GENERAL</b>		
(a)	The site has numerous existing buildings and is occupied by patients and staff. The awarded contractor is to ensure that adequate hoarding is placed to restrict interaction between construction workers and the public/staff.		
(b)	0		
(c)	0		
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>		
(a)	Not applicable		





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## **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

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## **PART C5 - DRAWINGS / ANNEXURES**

## C5.1 - LIST OF DRAWINGS/ANNEXURES

### CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

<b>Tender No.:</b>	<b>ZNB 5157/2024-H</b>	<b>Project Code:</b>	<b>222768</b>
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The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

<u><b>DRAWING NO</b></u>	<u><b>DESCRIPTION</b></u>
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None Available	

### **ANNEXURES**

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 6	Health and Safety Specification
Annexure 7	Health and Safety Bill of Quantities
Annexure 8	Builders Lien Agreement
Annexure 9	Geotechnical Investigation Report (If applicable)
Annexure 10	EPWP Employment Contract
Annexure 11	Attendance Register - Infrastructure and Other projects
Annexure 12	EPWP Data Collection tool for Phase 3 system



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## CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

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## ANNEXURES

### HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Type 5, Category 3 disposable overall	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Dust masks	Nr.				
2.9	P2 Catedge respirator/FFP2 disposable mask	Nr.				
2.10	Asbestos Bags	Nr.				
2.11	Goggles	Nr.				
2.12	Nitrile gloves	Nr.				
2.13	Overlooks	Nr.				
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Officer	Nr.				
4.2	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
	<b>TOTAL</b>					
<b>5</b>	<b>FACILITIES</b>					
5.7	Ablution facilities, eating facilities, shower and change room facilities.	Nr.				
	<b>TOTAL</b>					
<b>6</b>	<b>FALL PREVENTION / PROTECTION</b>					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Safety harnesses with Scaffold hooks	Nr.				
6.3	Lifelines and vertical fall arrest systems	Nr.				
6.4	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				

		TOTAL				
7	FIRST AID					
7.1	Replenishment of boxes and other supplies		Nr			
		TOTAL				
8	TRAINING					
8.1	SHE Representative		Nr.			
8.2	First Aid Level 2		Nr.			
8.3	Fire Fighting		Nr.			
		TOTAL				
9	SIGNAGE					
9.1	All Signage as required by Law, regulatory, warning and information		Nr.			
9.2	Posters for awareness		Nr.			
		TOTAL				
11	OTHERS (Project Specific)					
11.1			Nr.			
		TOTAL				
GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES						

**WAIVER OF CONTRACTOR'S LIEN**

**DEFINITIONS**

Contractor: \_\_\_\_\_

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

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

Site: **CEZA HOSPITAL**

**AGREEMENT**

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

## ADDITIONAL SPECIFICATION - EPWP

<b><u>SL</u></b>	<b>EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:</b>
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### CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

#### **SL 01 SCOPE**

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

#### **SL 02 TERMINOLOGY AND DEFINITIONS**

##### **SL 02.01 TERMINOLOGY**

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

**SL 02.02 DEFINITIONS**

- (a) “employer” means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) “client” means the Department of Public Works.
- (c) “worker / trainee” means any person working or training in an elementary occupation on a EPWP.

**SL 03 APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

**SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP**

- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

**SL 04.02 TERMS OF WORK**

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act

**SL 04.03 NORMAL HOURS OF WORK**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.



- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04    MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05    SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06    DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07    WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08    WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily task rate, if the worker works for less than four hours;
  - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09    SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

**SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
  - (1) the employee's spouse or life partner
  - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

**SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) in the case of a time-rated worker, the time worked by the worker;
  - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

**SL 04.14 PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SL 04.15     DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

**SL 04.16     HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17     COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18     TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19     CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the SPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

**SL 05         EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
- (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

#### **SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY**

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
  - (i) 55% people between the ages of 18 and 35
  - (ii) 55% women;
  - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
  - a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;must be included in the EPWP beneficiary's personal profile file.

#### **SL 07 TRAINING OF EPWP BENEFICIARY**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

##### **(a) Life skills training**

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

##### **(b) On-the job training**

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training  
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

## **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

### **SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
  - 55% women;
  - 2% disabled.

## **SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

**SL 10 PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

**SL 11 MEASUREMENTS AND PAYMENT**

**The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50**

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY  
(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days  
.....(Prov.Sum).....Unit: R/EPWP beneficiary**

**The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.**

**SL 11.01.02 Penalty due to not meeting the target as in  
SL 11.01.01.....Unit: EPWP beneficiary  
LESS R 2000 per EPWP beneficiary**

**SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

**SL 11.02.01 Life skills training for 26 days:**

01 Travelling (based on 50 km/EPWP beneficiary) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

**SL 11.02.02 Skilled development and Technical training:**

01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.



**SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01** Life skills training for 26 days ..... Unit: worker-days

**SL 11.03.02** Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

**SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY**

**SL 11.04.01** Employment of EPWP beneficiary.....(Prov.Sum)¼.Unit: R/ worker-month

**SL 11.04.02** Employment of EPWP beneficiary.....(Prov.Sum)¼.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

**SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**

**SL 11.05.01** Supply EPWP designed overalls to EPWP beneficiary ..... (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

**SL 11.05.02** Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

**SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**

**SL 11.06.01** Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum).....Unit: R 500-00 /youth worker

**SL 11.06.02** Profit and attendance..... Unit: %

**SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S**

**SL 11.07.01** Appointment of (\_\_\_\_) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

**SL 11.08** LIAISON WITH SERVICE PROVIDER .....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)			
Project title:	CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT		
Project Code:	N/A	EPWP NO:	N/A

**Introductory notes:**

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED Health PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

#### EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income.
    - d) that who are not in receipt of any social security pension income
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 55% women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions
 

Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
  - 1.2.3 Terms and conditions for the engagement of targeted labour
 

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
  - 1.2.4 Terms and conditions for the engagement of targeted labour
 

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
  - 1.2.5 Variations to SANS 1914-5
    - 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
    - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Health (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**GENERIC LABOUR-INTENSIVE SPECIFICATION**

**1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

**2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**3 Hand excavateable material**

Hand excavateable material is material:

**a) Granular materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) Cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**Note:**

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.

Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**4 Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**6 Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**8 Shaping**

All shaping shall be undertaken by hand.

**9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**15 Stone pitching and rubble concrete masonry**

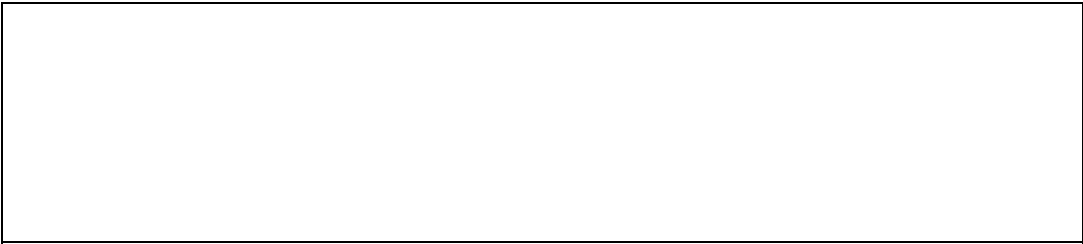
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



*(Insert Your Company Logo)*

*(This shall serve as the cover page on employment contracts for local labour)*

**EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME].....***

**AND**

***[WORKER NAME].....***

## 1. PARTIES

And

1.2. Mr / Me: \_\_\_\_\_  
[worker's name]

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

**“Agreement”** means the contents of this Agreement.

**“Company”** means the company that employs the worker

**“Department”** means the Department of Public Works

**“Worker”** is a person that performs a specific or necessary task or who completes tasks in a certain way

**“EPWP”** The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

## 3. PURPOSE

The purpose of this agreement is to:-

**Ensure that the agreement is binding to both the Worker and the Employer.**

## 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  
\_\_\_\_\_  
\_\_\_\_\_
- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  
\_\_\_\_\_
- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

## 5. REMUNERATION

The worker will receive compensation to the amount of R\_\_\_\_\_00 which must be paid by the 25<sup>th</sup> or on the last day of each month.

## 6. ROLES AND RESPONSIBILITIES

### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

### 6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

## 7. DURATION.

This agreement commences on: \_\_\_\_\_

and

expires on: \_\_\_\_\_

## 8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.



## **9. CONDITIONS OF EMPLOYMENT**

### **9.1. Meal Breaks**

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### **9.2. Special Conditions for Security Guards (Only applicable to security Guards)**

- 9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### **9.3. Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

### **9.4. Work on Sundays and Public Holidays**

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 9.4.2 Work on Sundays is paid at the ordinary rate of pay.
- 9.4.3 A task-rated worker who works on a public holiday must be paid;
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 9.4.4 A time-rated worker who works on a public holiday must be paid
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

### **9.5 Sick leave**

- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### **9.6. Maternity Leave**

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

#### **9.7. Family responsibility leave**

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

#### **9.8. Keeping Records**

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;

- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **9.9. Payment**

- 9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.
- 9.9.3 A task-rated worker will only be paid for tasks that have been completed.
- 9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 9.9.5 A time-rated worker will be paid at the end of each month.
- 9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 9.9.7 Payment in cash or by cheque must take place
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 9.9.8 An employer must give a worker the following information in writing
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **9.10. Inclement weather**

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

#### **9.11. Deductions**

- 9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration
- 9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)
- 9.11.5 An employer may not require or allow a worker to
- (a) repay any payment except an overpayment previously made by the employer by mistake;



- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### **9.12. Health and Safety**

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

#### **9.15. Certificate of Service**

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

**Employee Details**

**Name & Surname:** \_\_\_\_\_

**ID No:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_

**Contact No:** \_\_\_\_\_

**Date of Employment:** \_\_\_\_\_

To be supervised by:	Main Contractor:	<input type="text"/>
	or Sub Contractor:	<input type="text"/>
Category of employment:	Skilled:	<input type="text"/>
	Semi-skilled:	<input type="text"/>
	Unskilled:	<input type="text"/>

**For Skilled & Semi-skilled state the trade:** \_\_\_\_\_

**Period of employment:** Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

**Employee Signature:** \_\_\_\_\_ **Witness by SGB/CLO:** \_\_\_\_\_

**Signature by Witness:** \_\_\_\_\_

**Employer Details**

**Name & Surname:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Contact No:** \_\_\_\_\_ **Signature:** \_\_\_\_\_





## EXPANDED PUBLIC WORKS PROGRAMME

### The Attendance Register for on-site Workers

Reporting month: \_\_\_\_\_  
Surname: \_\_\_\_\_

Cell No: \_\_\_\_\_  
First Name: \_\_\_\_\_

Project Name: **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

Project Code **TBC**

Tender No **TBC**

IDENTITY NUMBER:

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>Total Days worked</b>						

**BUSINESS PLAN**

Reference No	
Profile ID	
Project Name	
<b>Project Details</b>	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
<b>Project Location</b>	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
<b>Public Body Details</b>	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
<b>EPWP Details</b>	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
<b>Budget Amount</b>	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	
Wages	
UIF	
COIDA	
Training	
Administration	
Equipment and materials	
Other	
Describe other	
<b>Outputs and Training</b>	
First Name	
Surname	
Email	
Tel (Office)	
Fax Number	
Cell Number	
Physical Address 1	
Physical Address 2	
Physical Address 3	
Physical Address 4	
Postal Address 1	
Postal Address 2	
Postal Address 3	
Postal Address 4	

KZN DEPARTMENT OF HEALTH

Monthly Data collection for LOCAL Labour



Name of Contractor: \_\_\_\_\_

Project Code: \_\_\_\_\_

Project location name (area): \_\_\_\_\_

Name of Project: \_\_\_\_\_

CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT

Reporting month: \_\_\_\_\_

Project location (Ward No.): \_\_\_\_\_

Beneficiary Details																	Experience/Literacy				Location Details				Household Details										
No	First Name	Initial	Surname	ID number										D.O.B	Gender F/M	Disability Y/N	Start Date on the current month	End Date on the current month	Total days worked	Job description	Registered on UIF (Y/N)	Registered with COIDA (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language 1	Other Language 2	Education Level (See Codes below)	Highest Level of Education	Address	Ward No.	Cell No.	Nationality	No. of people in Household	No. of Dependants in Household	No. of Children attending school
1																																			
2																																			
3																																			
4																																			
5																																			
6																																			
7																																			
8																																			
9																																			
10																																			

- Education Levels – use the codes (1,2,3) on the excel spreadsheet
- o (1) U; (3) Grade 1-3 (Sub A – Std 1)
- o (2) N; (4) Grade 4 (Std 2) ABET 1
- (5) Grade 5-6 (Std 3-4) ABET 2
- (6) Grade 7-8 (Std 5-6) ABET 3
- (7) Grade 9 (Std 7) ABET 4
- (8) Grade 10-11 (Std 8-9)
- (9) Grade 12 (Std 10)
- (10) Post Matric

Contractor sign: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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

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

Contact no: \_\_\_\_\_

Contact no: \_\_\_\_\_

Contact no: \_\_\_\_\_

KZN DEPARTMENT OF HEALTH

Worker payment capture form for LOCAL Labour



Name of Contractor: \_\_\_\_\_

Project Code: \_\_\_\_\_ -

Name of Project: **CEZA HOSPITAL- GALE FORCE WINDS  
DAMAGE RECOVERY PROJECT**

Reporting month: \_\_\_\_\_

Payment Upload										
No.	First Name	Initials	Surname	Identity No.	D.O.B	Job Description	Daily Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Contractor sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

KZN DEPARTMENT OF HEALTH  
Worker Training capture form for LOCAL Labour



Name of Contractor: \_\_\_\_\_  
Name of Project: **CEZA HOSPITAL- GALE FORCE WINDS DAMAGE RECOVERY PROJECT**

Project Code: \_\_\_\_\_ -

Reporting month: \_\_\_\_\_

Training														
No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA	Start date on current month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per trainee	Is training complete or on - going	Name of Training Provider
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Contractor sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

