

**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 - Supply, delivery, Installation and commissioning 1 x indoor type  
Emergency Diesel Generator including associated electrical equipment and minor  
building works**

**Engineer/Principal Agent**

KZN Department of Health - Infrastructure Development  
Private Bag X 9051  
Pietermaritzburg  
Pietermaritzburg  
3200  
0339402520 - Tel Number  
Sandile.Ngema2@kznhealth.gov.za

**Employer:**

Head: Department of Health  
KZN Department of Health  
Private Bag X 9051  
**Pietermaritzburg**  
3200  
Tel Number: 0762353442

Tender Number: ZNB 5156/2024-H  
CIDB Grading: 4EP

Document Date: Friday, 24 May 2024  
Contract Period: 5 Calendar Months

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

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**



## THE TENDER

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C4.1	N/A
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### IMPORTANT NOTICE TO TENDERERS

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

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

**No alternativeTenders will be accepted.**

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

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

**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.**



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

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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **The Tender**



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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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 - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>
<b>Advertisement date:</b>	<b>24 May 2024</b>	<b>Closing date:</b>	<b>24 June 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 4EP 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 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 : 4EP 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 4EP 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>4EP</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: \_\_\_\_\_

Tel Number: 033 940 2520 \_\_\_\_\_

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

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

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:		70	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
<b>Preference points system:</b>			
<b>Preferences are offered to Tenderer's who have attained the following 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 Tenderder will be required to sign a contract.
- 2 Tenderders should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The 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 R380 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 - CEO Boardroom @ 11h00**

on: **Wednesday, 12 June 2024**

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

DOH Project Manager:	Sandile Ngema	Telephone no:	(033) 940 2520
Cell no:	0762353442		
E-mail:	Sandile.Ngema2@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:**

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



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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

T1.2 TENDER DATA																																											
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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> <table><tr><td colspan="2"><b>TENDER</b></td></tr><tr><td colspan="2"><b>Part T1: Tendering procedures</b></td></tr><tr><td>T1.1 -</td><td>Tender Notice and Invitation to Tender</td></tr><tr><td>T1.2 -</td><td>Tender Data</td></tr><tr><td>T1.3 -</td><td>Annexure C - Standard Conditions of Tender</td></tr><tr><td colspan="2"><b>Part T2: Returnable documents</b></td></tr><tr><td>T2.1 -</td><td>List of Returnable Documents</td></tr><tr><td>T2.2 -</td><td>Authority to Sign Tender (T2.2)</td></tr><tr><td colspan="2"><b>CONTRACT</b></td></tr><tr><td colspan="2"><b>Part C1: Agreements and Contract Data</b></td></tr><tr><td>C1.1 -</td><td>Form of Offer and Acceptance</td></tr><tr><td>C1.2 -</td><td>Contract Data</td></tr><tr><td>C1.3 -</td><td>Form of Guarantee</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2"><b>Part C2: Pricing data</b></td></tr><tr><td>C2.1 -</td><td>Pricing Instructions</td></tr><tr><td>C2.2 -</td><td>Bills of Quantities</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2"><b>Part C3: Scope of works</b></td></tr><tr><td>C3.1 -</td><td>Scope of Works</td></tr></table>			<b>TENDER</b>		<b>Part T1: Tendering procedures</b>		T1.1 -	Tender Notice and Invitation to Tender	T1.2 -	Tender Data	T1.3 -	Annexure C - Standard Conditions of Tender	<b>Part T2: Returnable documents</b>		T2.1 -	List of Returnable Documents	T2.2 -	Authority to Sign Tender (T2.2)	<b>CONTRACT</b>		<b>Part C1: Agreements and Contract Data</b>		C1.1 -	Form of Offer and Acceptance	C1.2 -	Contract Data	C1.3 -	Form of Guarantee			<b>Part C2: Pricing data</b>		C2.1 -	Pricing Instructions	C2.2 -	Bills of Quantities			<b>Part C3: Scope of works</b>		C3.1 -	Scope of Works
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**See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.**

C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see <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	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><b>KZN Department of Health, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid</b></p>
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ol style="list-style-type: none"> <li>complies with the requirements of the Conditions of Tender.</li> <li>has been properly and fully completed and signed, and</li> <li>is responsive to the other requirements of the Tender documents.</li> </ol> <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> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>significantly change the Employers or the Tenderers risks and responsibilities under the contract, or</li> <li>affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <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 - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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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.

Tel Number: 033 94

##### **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 tenderer's agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

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

**C.3.6 Non-disclosure**

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

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

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

**C.3.8 Test for responsiveness**

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

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

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

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

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



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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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.



**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Project Manager:</b>	<b>Sandile Ngema</b>	<b>Tender no:</b>	<b>ZNB 5156/2024-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	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (If applicable) (T2.4)	Yes	
Joint Venture Involvement Declaration (If applicable) (T2.5)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
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	
Latest Audited Annual Financial Statement (T2.15a)	No	N/A
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	
Proof of local support through the OEM or the approved agent for the engine - approved letter from the OEM or supplier approved agent within the country to render support.		
Contracts Manager - Minimum NQF level 7 qualification in electrical engineering and registration certificate as a professional electrical engineer. (Bidder to submit original certified copies of qualification and professional registration certificates)		
Trade tested Electrician or technician (or Millwright) - Submit trade test certificate and (or ) relevant Qualification		
Trade tested Diesel Mechanic (or Millwright) - Submit trade test certificate and (or ) relevant Qualification		
Registration as a professional construction health and safety manager with SACMP. (Bidder to submit original certified copies of qualification and professional registration certificates)		
Completed Annexure B: Schedule of Equipment in Annexure: Generator Technical Specification		

>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.

**Note:**

## 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 document	
Letter from the bank confirming the service provider's bank rating ranging from A to C AND bank statement with a clear bank balance of atleast 10% of the tendered value, both documents must not be older than six (6) months from date of tender closure.	No	N/A
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 3 years	Yes	
Tenderer to submit a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae that demonstrates extensive experience	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:**

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

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

Tender Number: **ZNB 5156/2024-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			

Tel Number: 033 940 2520

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 corporation must be attached to this tender.

**ENTERPRISE STAMP** (If Any)

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

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

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

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

**RESOLVED that:**

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

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

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

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

Tender Number: **ZNB 5156/2024-H**

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

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

and who will sign as follows: \_\_\_\_\_

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

The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

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

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

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

**Note:**

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

**ENTERPRISE STAMP (If Any)**

Deemed to satisfy joint venture arrangements	Designation	
Grading 2 + Grading 2 + Grading 2	= 3	
Grading 3 + Grading 3 + Grading 3	= 4	
Grading 4 + Grading 4	= 5	
Grading 4 + Grading 3 + Grading 3	= 5	
Grading 5 + Grading 5	= 6	
Grading 5 + Grading 4 + Grading 4	= 6	
Grading 6 + Grading 6	= 7	
Grading 6 + Grading 5 + Grading 5	= 7	
Grading 7 + Grading 7 + Grading 7	= 8	
Grading 8 + Grading 8 + Grading 8	= 9	

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



**T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

Tel f \_\_\_\_\_

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

**RESOLVED that:**

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

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

Tender Number: **ZNB 5156/2024-H**

Project Code: **0219165**

B. Mr/Mrs/Ms: \_\_\_\_\_ in

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

and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
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8			
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12			
13			
14			
15			

**Note:**

1. \* Delete which is not applicable.

2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.

3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.

4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

<b>Project title:</b>	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

### DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

<b>Party No. 1</b>	
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>	
Name	
Address	
Percentage involvement	%

<b>Party No. 2</b>	
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>	
Name	
Address	
Percentage involvement	%

<b>Party No. 3</b>	
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>	
<b>TENDERERS CIDB REGISTRATION NUMBER:</b>	
Name	
Address	
Percentage involvement	%

**Signed - Party No. 1**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name): \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such Tender submitted by the Joint Venture be accepted.

\_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

**Signed - Party No. 3**

I/We (Full Name) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (Enterprise name): \_\_\_\_\_

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

## T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.

This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit if/when requested by the DoH the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Resources available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoH the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned,

*(name of person authorized to sign on behalf of the Tenderer)*

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

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

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

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

<b>T2.9 PREFERENCE POINTS CLAIM - SBD 6.1</b>			
<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

- 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

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public Company
<input type="checkbox"/>	Personal Liability Company
<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	Non-Profit Company
<input type="checkbox"/>	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			
Project title:	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
Tender no:	ZNB 5156/2024-H	Project Code:	0219165
Site Inspection Date:		12 June 2024	

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:

<b>T2.11 BIDDER'S DISCLOSURE - SBD 4</b>			
<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</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.

Full Name	Identity Number	Name of institution	State

and, if applicable, state  
holders / members/ partners or  
law.

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;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<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.

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

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

---

Signature

---

Date

---

Position

---

Name of Bidder

## T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</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:

	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
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>			

<b>T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION</b>			
<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</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>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

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:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) 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;
- iii) 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;
- iv) 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
- v) 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 - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</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:** .....

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

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

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

**NOTE**

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

## T2.21 - FORM OF OFFER AND ACCEPTANCE

**Tender no: ZNB 5156/2024-H**

### OFFER

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

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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 (If applicable)	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 - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

## T2.22 - FINAL BILL OF QUANTITY SUMMARY

<b>Project title:</b>	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

ITEM	AMOUNT
1. Preliminaries and General, incl OHS price	
2. Construction Cost	
3. Subtotal Excl VAT	
Provisional amount for escalations	R 0,00
5. VAT @15%	
Total Construction Cost Inclusive of VAT @ 15%	

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

<b>Project title:</b>	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
<b>Bid no:</b>	ZNB 5156/2024-H	<b>Project Code:</b>	0219165

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

**NOTE**

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



**T2.28 - PROOF OF CIDB REGISTRATION NUMBER**

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

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

**NOTE**

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

## T2.29 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)
1	Proof of local support through the OEM or the approved agent for the engine	Approved letter from the OEM or supplier approved agent within the country to render support.		
2	Contracts Manager	Minimum NQF level 7 qualification in electrical engineering and registration certificate as a professional electrical engineer. (Bidder to submit original certified copies of qualification and professional registration certificates)		
4	Safety Personnel	Registration as a professional construction health and safety manager with SACMP. (Bidder to submit original certified copies of qualification and professional registration certificates)		
5	Trade tested Electrician	Trade tested Electrician or technician (or Millwright) - Submit trade test certificate and (or ) relevant Qualification		
6	Trade tested Diesel Mechanic	Trade tested Diesel Mechanic or technician (or Millwright) - Submit trade test certificate and (or ) relevant Qualification		
7	Completed Annexure B: Schedule of Equipment in Annexure: Generator Technical Specifications	Completed Annexure B: Schedule of Equipment in Annexure: Generator Technical Specifications		

## 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 5156/2024-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 5156/2024-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:

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

T2.32 - OHSE PLAN STRUCTURE			
Project title:	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works		
Tender no:	ZNB 5156/2024-H	Project Code:	0219165

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;

Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works
--

See the attached OHS specification attached under Annexures.
--

T2.33 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works
Tender no:	ZNB 5156/2024-H
Project Code:	0219165

See the attached OHS specification attached under Annexures.

T2.34 - BASELINE RISK ASSESSMENT	
Project title:	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works
Tender no:	ZNB 5156/2024-H
Project Code:	0219165

See the attached OHS specification attached under Annexures.

## T2.36 - Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, is 70 points.

### TENDER EVALUATION CRITERIA AND SCORING

TENDER EVALUATION CRITERIA AND SCORING						
	Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria	
1	Competency and experience of the tenderer on similar type of projects (generator installation)	The following documents to reflect the information captured in the schedule of projects: - Attach Letter of Award/Order and corresponding Completion Certificates - signed by the Institution Client/Engineer /Principal Agent indicating successful completion for each project and indicating the scope of work.	50 Points	50	Sub-points	Full information on five (5) projects in the past 3 years or less.
				40	Sub-points	Full information on three (3) projects in the past 3 years or less.
				30	Sub-points	Full information on two (2) project in the past 3 years or less.
				0	Sub-points	No information or incomplete information.
2	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	Submission of a project-specific organogram, indicating the individual's role & capacity specific to this project, whether management / technical staff.	15 Points	15	Sub-points	Trade tested Electrician (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have been involved in more than 5 projects of similar nature in the past 10 years. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)
				10		Trade tested Electrician (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have been involved in 2 to 4 projects of similar nature. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)
				5		Trade tested Electrician (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have never been involved projects of similar nature. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)
		15 points	15		Trade tested Diesel Mechanic (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have been involved in more than 5 projects of similar nature in the past 10 years. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)	
			10		Trade tested Diesel Mechanic (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have been involved in 2 to 4 projects of similar nature. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)	
			5		Trade tested Diesel Mechanic (or Millwright) Trade tested electrician (or Millwright) or Technician (Electrical) have never been involved projects of similar nature. Attach a CV reflecting relevant experience with generators installations with verifiable references or else no points will be scored (0 points)	
		5 points			Trade Tested Rigger - attach copy of trade test certificate. The trade tested rigger with proof of experience. Attach copy of relevant CV with relevant experience (5 points) or else no points will be scored (0 points)	
		5 points	5		Availability of the Electrician with Wiremans License.Attach proof of Wiremans License	
		10 points	10		Proof of Technician, Engineer or Traded Artisan experienced in synchronising panels and generator commissioning. Demonstrate through CV and contactable references (5 points) or else no points will be scored (0 points).	



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
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points

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

**ZNB 5156/2024-H**

<b>TENDER NUMBER:</b>	ZNB 5156/2024-H	<b>CLOSING DATE:</b>	As Per Tender Advert	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works				

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

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

**SUPPLIER INFORMATION**

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

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

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes		NO		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR 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 (Attach proof of authority to sign this tender; e.g. resolution of directors. etc.)</b>									
<b>TOTAL NUMBER OF ITEMS OFFERED</b>					<b>TOTAL TENDER PRICE (ALL INCLUSIVE)</b>				

<b>Tel Number: 033 940 2520</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	

**PART B**

**TERMS AND CONDITIONS FOR TENDERER - SBD 1**

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.

**2. TAX COMPLIANCE REQUIREMENTS**

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 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](http://WWW.SARS.GOV.ZA).

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.

**3. QUESTIONNAIRE TO TenderING FOREIGN SUPPLIERS**

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	

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

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



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

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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **THE CONTRACT**



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **FORM OF OFFER AND ACCEPTANCE**



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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

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

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



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **C1.2 - CONTRACT DATA**



C 1.2 CONTRACT DATA:		
<b>CONTRACT DATA FOR:</b>		
<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-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>033 940 2520</b>	
[1.2.1.2]	Physical address: <b>310 Jabu Ndlovu Street</b> <b>Pietermaritzburg</b> <b>3200</b>	
<b>Tender no:</b>	<b>ZNB 5156/2024-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>		
[5.3.1]	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	



	<p><b>For the works in sections:</b></p> <p><b>The date for practical completion</b> from the <b>commencement date</b> and the <b>penalty per calendar day:</b></p> <p>Portion 1:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 2:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 3:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 4:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 5:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 6:</p> <p>[5.5.1] <b>N/A</b></p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>[1.3.2] <b>The law applicable to this agreement shall be that of the: Republic of South Africa</b></p> <p>[6.10.1.5] The percentage advance on materials not yet built into the Permanent Works is: <b>80,00%</b></p> <p>[6.10.3] Percentage retention on amounts due to contractor is: <b>The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</b></p> <p>Maximum retention is: <b>0,00%</b> of the Contract Price</p> <p>[6.8.1] Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract is a not a fixed price contract and is subjected to Contract Price Adjustment Factors.</p> <p>[6.8.2] Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."</p> <p>[6.8.2] Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.</p> <p>[6.8.3]</p> <p>[5.14.5] <b>The following clause must be added to clause 5.14.5:</b></p> <p>[5.14.5.6] The employers agent shall submit the <b>final account</b> within 3 calendar months to the principal agent.</p> <p>[10.5] The determinations of disputes shall be by ARBITRATION ONLY.</p> <p>[10.5.3] The number of Adjudication Board Members to be appointed is: <b>One</b></p> <p>Replace the last part of the clause with the following: <b>"..on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."</b></p> <p>[10.9.1]</p> <p>[1.1] <b>Clause</b></p> <p>[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.</p> <p>[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.</p> <p>[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>.</p> <p><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.</p> <p><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.</p> <p><b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p><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.</p>
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	<p><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:</p> <p>(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</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>
	<p>[1.1.1.16] <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer/Principal Agent</b> to act as agent of the <b>Employer</b>. In the event of an 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>)</p> <p>[1.1.1.21] <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</p> <p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARATEE OPTIONS".</p> <p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "...on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
[5.12.3]	<p><b>SPECIAL CONDITIONS OF CONTRACT</b></p> <p>Omit clause 5.12.3 and add the following:</p> <p>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor.</p> <p>5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.</p> <p>5.12.3.3 Contract instructions not occasioned by default by the contractor.</p> <p>5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</p> <p>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.</p> <p>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.</p> <p>5.12.3.7 Insolvency of a nominated subcontractor.</p> <p>5.12.3.8 A direct contractor.</p> <p>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.</p> <p>5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.</p> <p>5.12.3.12 Suspension of the works."</p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	<p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</p> <p>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
[6.2.3]	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.
[9.3.2.2]	<p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2 and replace with <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></p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL Official Variation Order submission including the Financial Request for Additional Funds, has been approved and signed by the <b>Head of Department: Health</b></p> <p>(c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works.</p> <p>(d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b>, to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the <b>Employer</b>.</p>
	<p><b>MANAGING PROJECT DURATION</b></p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for inclement weather at 3 workings days per month.</p>

#### 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.

		8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.					
		9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:					
Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
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 5156/2024-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: .....

[1.1.2] 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.

#### Alternative A

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

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

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

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

0% of the amount shall not be varied

10% of the amount shall not be varied

	<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>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> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px 10px;">YES</div>         yes / no       </div>						
<b>Alternative B</b>	<p>The Contractor shall within 15 working days of the date of <span style="color: red;">possession</span> 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 <span style="color: red;">administrative</span> and supervisory staff charges and for the use of construction equipment in terms of the programme.</p> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px 10px;">NO</div>         yes / no       </div> <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.</p> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px 10px;">YES</div> </div>						
<b>GUARANTEE OPTIONS</b>							
	<p>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.</p>						
	<p><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></p>						
	<p><span style="color: red;">(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.</span></p>						
	<p><span style="color: red;">(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option</span></p>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(i) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)</td> <td style="width: 20%;"></td> </tr> <tr> <td>(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price</td> <td></td> </tr> <tr> <td>(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)</td> <td></td> </tr> </table>	(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)	
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(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>							
	<p>Thus done and signed at.....on .....of.....20.....</p>						
	<table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name of signatory</td> <td style="width: 50%; border-bottom: 1px solid black;">for and behalf of the <b>Employer</b> who by signature hereof</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Capacity of signatory</td> <td style="border-bottom: 1px solid black;">as Witness.</td> </tr> </table>	Name of signatory	for and behalf of the <b>Employer</b> who by signature hereof	Capacity of signatory	as Witness.		
Name of signatory	for and behalf of the <b>Employer</b> who by signature hereof						
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	<table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name of signatory</td> <td style="width: 50%; border-bottom: 1px solid black;">for and behalf of the <b>Contractor</b> who by signature hereof</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Capacity of signatory</td> <td style="border-bottom: 1px solid black;">as Witness.</td> </tr> </table>	Name of signatory	for and behalf of the <b>Contractor</b> who by signature hereof	Capacity of signatory	as Witness.		
Name of signatory	for and behalf of the <b>Contractor</b> who by signature hereof						
Capacity of signatory	as Witness.						



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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

Tel Number: 033 940 2520

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

Head: Department of Health  
KZN Department of Health:  
Private Bag X 9051  
Pietermaritzburg  
3200

Sir,

#### ON DEMAND PERFORMANCE GUARANTEE

**Tender Number ZNB 5156/2024-H**

**Project Code 0219165**

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

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: \_\_\_\_\_

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

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

"Contractor" means: \_\_\_\_\_

"Engineer" means: \_\_\_\_\_

"Works" means: **Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

"Site" means: \_\_\_\_\_

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

"Contract Sum" means: The accepted amount inclusive of tax of: \_\_\_\_\_

Amount in Words: \_\_\_\_\_

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** \_\_\_\_\_  
Of Contract Sum

Amount in Words: \_\_\_\_\_

"Expiry Date" means: \_\_\_\_\_



## CONTRACT DETAILS

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

## PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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## **PART C2 - PRICING DATA**

<b>C2.1 PRICING INSTRUCTIONS</b> <b>GCC FOR CONSTRUCTION WORKS (Second Edition 2010)</b>			
<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>		
<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>

## C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p> <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><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10	<p><b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b></p> <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 verification 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 verified 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 verified 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" data-bbox="169 689 1394 831"> <tr> <td data-bbox="169 689 635 752">Name of Supplier</td> <td data-bbox="635 689 1394 752"></td> </tr> <tr> <td data-bbox="169 752 635 831">Central Supplier Database (CSD) Supplier Number:</td> <td data-bbox="635 752 1394 831"></td> </tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	<p><b>TAX CLEARANCE REQUIREMENTS</b></p> <p><b>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the 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, 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 Tenderers / individuals who wish to submit Tenders.</li> <li>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.</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" data-bbox="169 1592 1394 1713"> <tr> <td data-bbox="169 1592 523 1653">Security PIN Number</td> <td data-bbox="523 1592 1394 1653"></td> </tr> <tr> <td data-bbox="169 1653 523 1713">Company / Entity Tax Reference Number</td> <td data-bbox="523 1653 1394 1713"></td> </tr> </table>	Security PIN Number		Company / Entity Tax Reference Number	
Security PIN Number					
Company / Entity Tax Reference Number					
13	<p><b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b></p> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>				
14	<p><b>VALUE ADDED TAX</b></p> <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>				
15	<p><b>FIXED PRICE CONTRACT</b></p>				

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 - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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



**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

**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>					
<b>A1</b>	General (clause 1) F:..... V:..... T:.....	Item			
<b>A2</b>	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
<b>A3</b>	Engineer (clause 3) F:..... V:..... T:.....	Item			
<b>A4</b>	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
<b>Tel Nu</b>	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
A6	Payment and Related Matters (clause 6)  F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7)  F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8)  F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9)  F:..... V:..... T:.....	Item			
A10	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>					
Refer to the SCOPE OF WORK for detail requirements:					
B1	Scope  F:..... V:..... T:.....	Item			
B2	Normative references  F:..... V:..... T:.....	Item			
B3	Definitions  F:..... V:..... T:.....	Item			
B4	Requirements for construction and management  F:..... V:..... T:.....	Item			
B4.1	General  F:..... V:..... T:.....	Item			
B4.2	Responsibilities for design and construction  F:..... V:..... T:.....	Item			
B4.3	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> (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)				
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			
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		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> <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	<b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b> <p>Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Health will not accept the submission by Bidders of lists of additional items."</p>				
E12	<b>EPWP CONDITIONS AND SPECIFICATIONS</b> <b>12.1 EMPLOYMENT TARGETS</b> <u>E12.1 a Employment Targets</u> <p>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.</p> <p>No of jobs to be created = ..... [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p>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;</p> <ol style="list-style-type: none"> <li>1. 55% of unskilled labour to be women</li> <li>2. 55% of unskilled labour to be youth aged between 18 and 35 years</li> <li>3. 2% of unskilled labour to be people living with disability</li> <li>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.</li> </ol> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	



		UNIT	QUANTITY	RATE	AMOUNT
	<p><b>E12.1 c Labour rate and payment intervals</b></p> <p>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.</p> <p>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.</p> <p>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></p> <p><b>E12.2 a Labour Intensive Construction (LIC) method</b></p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*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></p> <p>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></p> <p>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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		UNIT	QUANTITY	RATE	AMOUNT
	<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</li> <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> <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><u>12.5.1 EPWP signage board</u></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><u>12.5.2 Branding of labour apparel</u></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 recommenda-tion 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></p> <p>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></p> <p>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			
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		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			
		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			
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		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	<b>SECURITY CHECK OF PERSONNEL</b> The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.  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.  F:..... V:..... T:.....	Item			
E26	<b>PROHIBITION ON TAKING PHOTOGRAPHS</b> 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.  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.  F:..... V:..... T:.....	Item			
E27	Management of Water 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.				
	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	
	10	R	
	11	R	
	12	R	
	13	R	
	14	R	
	15	R	
	16	R	
	17	R	
Carried forward to Final Summary		R	
Section No. 1 Preliminary & General Summary			



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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

Item No.		UOM	Qty	Rate	Amount
	<p><b><u>SECTION NO. 1</u></b></p> <p><b><u>ELECTRICAL INSTALLATION</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>LV AND GENERATOR INSTALLATION</u></b></p> <p>i) Quantities in this schedule are to be re-measurable on completion. Rates are fixed in accordance with the tendered rates. ii) This Bill of Quantities is to be read in conjunction with the specification in respect of the following listed items</p> <p><u>The Model Preambles for Trades 2009 as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.</u></p> <p><b><u>Proprietary Items or Materials</u></b></p> <p>Proprietary items or materials where specified are to be of the brand specified - or equal approved - by the Engineer prior to tender closing.</p> <p><b><u>Specifications, Drawings, etc.</u></b> The quantities measured in the Bill of Quantities for work and material must not be viewed as a limitation of the amount of work to be done and material provided by the contractor in the complete execution of the work. The general descriptions and data of the work given in the specification, drawings or schedules are not fully repeated in the Bill of Quantities and reference to the other documents for complete information is therefore important and necessary.</p> <p>Material must be ordered as determined on site and not from the drawings or Bill of Quantities. The Employer will not accept any responsibility for surplus or inadequately ordered material. Payments will only be made for the actual re-measured quantities as installed.</p> <p>In these bills, the word "rate" shall be deemed to include the acquiring of equipment and materials from suppliers and workshops and the delivery, off-loading and safe storage of the equipment on site as well as unpacking, hoisting, placing and fixing, suspending or building in an approved position, cutting, connection, commissioning, testing and handing over of plant, equipment and materials.</p> <p><b><u>Distribution Boards, etc.</u></b> Rates for distribution boards etc. are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings.</p> <p><b><u>Switches, Socket Outlets, etc.</u></b> Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described.</p> <p><b><u>Cables</u></b> Prices for piping, cables, etc. must include for cutting and losses, as well as short lengths where necessary, joining, supporting and complete fixing against walls, in ducts, in ceiling spaces, under concrete slabs, etc. as required and as shown on the drawing. Unless otherwise measured hereinafter, all quantities measured in the Bill of Quantities are net quantities. Cutting, offcuts, labour and material must also be included in the prices.</p> <p><b>C1 - Carried to Collection</b></p>				

R

Tel Number: 033 940 2520		Description	UOM	Qty	Rate	Amount
1	<b><u>GENERATOR</u></b>					
1,1						
		Supply and install a 600kVA, 400V, Three Phase Generator, as specified. Complete with 72hr Self Bunded Fuel Tank, plus all other requirements as per DOH specification – Annexure 2), to be in the newly constructed plantroom. This must include transportation, labour, mark-up, etc. This includes the ATS to be installed in the panel, bypass, antivibration mounts, louvres for provision of ventilation, WEBNet to be connected onto the hospital LAN etc.	No.	1		
1,2		Install sound attenuaion for the plant room	Item	1		
1,3		Supply, install, program and commission DSE WebNet DSE7320 MKII 90 Gateway complete with 1 x GPS antenna and 1 x GSM Antenna installed in sets above.	No.	1		
1,4		The installation of an automated load bank to maintain loading at 70% at any given time.	No.	1		
1,5		Connect the Webnet controller to the facility's ethernet system for remote connection. This is to include cabling, termination, connection points, etc.	Item	1		
2	<b><u>CIVIL/STRUCTURAL</u></b>					
2,1		Scraping and repainting of walls	m <sup>2</sup>	120		
2,2		Cut out a new opening for the radiator and make good.	m <sup>2</sup>	100		
2,3		Brick up the opened brickwork with facebrick of similar specification and make good, including plaster where needed.	m <sup>2</sup>	10		
2,4		Remove existing paving	m <sup>2</sup>	30		
2,5		Reinstate paving including surface beds.	m <sup>2</sup>	30		
3	<b><u>PROVISIONAL SUM</u></b>					
3,1		Allow for a provisional amount of R 200 000.00 for the professsional electrical engineer for contract admin, production drawings, Provide training to staff, issue maintenance and operations manual, site supervision and commissioning.	Sum	1	R 200 000	R 200 000
3,2		Profit and attendance	%	15		
3,3		Allow for a provisional amount of R 200 000.00 for fire detection and fighting equipmen as per the mechanical engineer's recommendation.	Sum	1	R 200 000	R 200 000
3,4		Profit and attendance	%	15		
3,5		<b>Budgetary Allowance:</b> Allow for a provisional amount of R 500 000.00 for generator hire during shutdown	Sum	1	R 500 000	R 500 000
3,6		Allow for a provisional amount of R 150 000 for earth mat design and installation	Sum	1	R 150 000	R 150 000
3,7		Profit and attendance	%	15		
3,8		Allow for a provisional amount of R 100 000.00 dataloging for 10 days to determine loading on site.	Sum	1	R 100 000	R 100 000
3,9		Profit and attendance	%	15		
3,1		<b>Budgetary Allowance:</b> Allow for amount of R 200 000.00 for up to 200kW dummy variable load	Sum	1	R 200 000	R 200 000
<b>C2 - Carried to Collection</b>					<b>R</b>	

Item No.	Description	UOM	Qty	Rate	Amount
4	<b><u>DIESEL TANK AND ANCILLARIES</u></b>				
4,1	Supply and install a 20 000L self bunded diesel tank as per Annexure 1 including earthing of tank. Provide welding quality certificate.	No.	1		
4,2	Supply and install suitable electric pump for pumping of diesel from tank to generator. This must include connection onto the electrical supply and limit switches. Control panel included, with functionality to select either or for operation, can be operated manually. <b>NB: PUMP TO BE CONNECTED ONTO ESSENTIAL PANEL.</b>	No.	2		
4,3	Supply and install suitable piping from the tank to the generators	m	40		
4,4	Trench for diesel pipes (300mm deep x 250mm wide x 1000mm long)	m³	0,075		
4,5	Supply and install non-return valves in the pumping system	No.	12		
4,6	Supply and install copper lever ball valves	No.	12		
4,7	Supply and install markings to indicate the diesel pipes route.	No.	15		
5	<b><u>LAYING/INSTALLATION OF CABLING</u></b>				
	<b>Cable tray</b>				
5,1	Supply and install a light duty 50mm wide cable tray installed using cantilever arm installation process including arms as recommended by OEM, include price for 3 steel arms mounted on wall.	m	30		
5,2	Supply and install 50mm wide, 0.8mm thick (minimum) 90 degrees horizontal bend.	No.	3		
5,3	Supply and install 50mm wide, 0.8mm thick (minimum) external elbow.	No.	3		
6	<b><u>Conduits</u></b>				
6,1	Supply and install steel 20mm conduits for plant room, including all bends, joints, saddles, etc.	m	50		
9	<b><u>DISTRIBUTION BOARD</u></b>				
9,1	Supply and install surface mounted 3CR12 electric red coated steel 12 way distribution board in the generator room, with 3 phase main 60A breaker, 20A DP x 4, 20A SP x 4, 10A x 4, 5A x 2, 63A E/L, including surge arrestors.	No.	1		
10	<b><u>CABLING AND MARKERS</u></b>				
10,1	Supply and install 300mm² x 4 core stranded cable - 200m in ground - 3 runs per phase - 100m in air (cable tray) and chamber/tunnel - 3 runs per phase	m	300		
10,2	2.5mm² 12 core Multicore control cables for generator sensing	m	100		
11	<b><u>CONDUCTORS</u></b>				
	PVC insulated stranded copper earth conductor drawn into wireways.				
11,1	6mm²	m	50		
11,2	10mm²	m	30		
<b>C3 - Carried to Collection</b>				<b>R</b>	

Item No.	Description	UOM	Qty	Rate	Amount
13	<b><u>CABLE TERMINATIONS AND PLATES</u></b>				
13,1	Supply and install 300mm <sup>2</sup> stranded core PVC.SWA.ECC.PVC cable termination	No.	36		
13,2	Supply and install non-conductive/aluminium plates. To be cored professionally and neatly.	m <sup>2</sup>	16		
14	<b><u>ELECTRICAL CABLES AND ANCILLARIES - RATES ONLY</u></b>				
	<b><u>Cables</u></b> Supply and install PVC/SWA/PVC cable as specified in ground, in ducts, on cable ladder, fixed to the surface, etc. Rate to exclude excavations which are measured elsewhere. Quantities are provisional and subject to re-measure.				
14,1	300mm <sup>2</sup> x 4-core, ECC	m	1		
14,2	240mm <sup>2</sup> x 4-core, ECC	m	1		
14,3	185mm <sup>2</sup> x 4-core, ECC	m	1		
14,4	150mm <sup>2</sup> x 4-core, ECC	m	1		
14,5	120mm <sup>2</sup> x 4-core, ECC	m	1		
14,6	95mm <sup>2</sup> x 4-core, ECC	m	1		
14,7	70mm <sup>2</sup> x 4-core, ECC	m	1		
14,8	16mm <sup>2</sup> x 4-core, ECC	m	1		
14,9	10mm <sup>2</sup> x 4-core, ECC	m	1		
14,10	2.5mm <sup>2</sup> x 4-core, ECC	m	1		
14,11	4mm <sup>2</sup> x 2-core, ECC	m	1		
14,12	120mm <sup>2</sup> single core	m	1		
15	<b><u>Cable Terminations</u></b>				
15,1	Supply and install 10mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,2	Supply and install 16mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,3	Supply and install 25mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,4	Supply and install 35mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,5	Supply and install 50mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,6	Supply and install 70mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,7	Supply and install 95mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,8	Supply and install 120mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
15,9	Supply and install 150mm <sup>2</sup> PVC.SWA.ECC.PVC cable termination	Item	1		
16	<b><u>Cable Joints</u></b>				
16,1	Supply and install 10mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,2	Supply and install 16mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,3	Supply and install 25mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,4	Supply and install 35mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,5	Supply and install 50mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,6	Supply and install 70mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint- rate only	Item	1		
16,7	Supply and install 95mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,8	Supply and install 120mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
16,9	Supply and install 150mm <sup>2</sup> PVC.SWA.ECC.PVC cable joint - rate only	Item	1		
<b>C4 - Carried to Collection</b>				R	

Item No.	Description	UOM	Qty	Rate	Amount
17	<b><u>LIGHTING</u></b>				
17,1	Supply and install 162W LED flood light with 4000K colour temperature, High quality high-pressure die-cast aluminum (EN 1706 AC-47100) housing, high impact clear glass on all sides of new plantroom.	No.	4		
17,2	Supply and install IP56 vapour proof light fittings with LED tubes, 240V, 2 x 9W LED tubes per fitting.	No.	6		
18	<b><u>LOW VOLTAGE MAIN PANEL AND CONTROL</u></b>				
18,1	Deenergise, safely disconnect and remove existing LV panel. To be kept by hospital.	Item	1		
18,3	Supply, install and commission new LV panel including the following isolators and circuit breakers.: - 1000A x 2 adjustable Motorised Circuit Breaker for coupling and must be by-passable.	Item	1		
18,4	Supply and install new ATS (Auto Transfer Switch) panel function to be performed by the breakers, including control cable. To be positioned in the position where the current ATS is installed. - 1000A x 2 motorised isolators for bypassing ATS. Panel to be powder coated in red as per the essential supply requirements. Panel to include busbars in cubicle with a current capacity of both generators combined. NOTE: Shop drawings indicating all circuit breakers, busbars, ATS, controller, etc, to be availed, reviewed and approved by the Department's engineer. Panel to be bottom entry.	No.	1		
19	<b><u>EARTHING AND LIGHTNING PROTECTION</u></b>				
19,1	Conduct testing of soil resistivity and provide report with recommendations for lightning and protection. Report to be done by a specialist.	Item	1		
20	<b><u>LOUVRE DOORS</u></b>				
20,1	Supply and install galvanised steel louvre door 3mm mild steel including frame, with dimensions: H - 2100mm high and 1000mm wide.	No.	3		
21	<b><u>DISMANTLING</u></b>				
21,1	Dismantle and remove existing transfer switch and LV panel.	Item	1		
23	<b><u>MAINTENANCE AND SERVICING</u></b>				
	<b><i>Service the generator and clean diesel tank during the 12 month guarantee period (2 services and 2 diesel tank cleaning at 6 month intervals)</i></b>				
23,1	Generator minor service (as per OEM recommendations)	No.	2		
23,2	Generator major service (as per OEM recommendations)	No.	2		
23,3	Diesel tank cleaning and fuel remediation during major service	No.	2		
	<b>C5 - Carried to Collection</b>			<b>R</b>	



Item No.	Description	UOM	Qty	Rate	Amount
24	<b><u>TESTING AND COMMISSIONING</u></b>				
24,1	Provide Completion Documentation files x 3 with manuals, set of keys, panel key, completion certificates, etc.	Item	1		
24,2	Test, commission and provide Certificates of Compliance for the installation	Item	1		
25	<b><u>AS-BUILT DRAWINGS, DOCUMENTATION AND TRAINING</u></b>				
25,1	Allow for providing a detailed electronic set or marked up AS-built drawings at practical completion, and originals plus two sets of as-builts, maintenance, operation manuals and handover file as specified in the electrical project specification at works completion of the complete installation (all sections) to the Engineer signed off by a professionally registered electrical engineer (Pr. Eng)/technologist (Pr. Tech). <b>NB: Engineer to produce design and shall be part of the pricing process to avert variations.</b>	Item	1		
25,2	Allow for training of the Clients staff in the correct operation of the installation as per project specification requirements. Including a maintenance plan.	No	1		
26	<b><u>FILLING OF DIESEL</u></b>				
26,1	Fill up diesel tank with 20000L of diesel at commissioning	litre	20000		

	C6 - Carried to Collection			R	
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SECTION 2

BILL NO. 1 - GENERATOR

SUMMARY PAGE

AMOUNTS

Preliminaries and General	
Construction Cost (C1, C2, C3, C4 and C5)	
Provisional amount for escalations	
Subtotal Excl. VAT	
VAT @15%	
Total Construction Cost Inclusive of VAT @ 15%	



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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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

<b>Project title:</b>	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>
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<b>Tender no:</b>	<b>ZNB 5156/2024-H</b>	<b>Project Code:</b>	<b>0219165</b>
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1	<b><u>SECTION 1</u></b>
	<b><u>EXTENT OF THE WORKS</u></b>
	<b>1.1 EMPLOYERS OBJECTIVES</b>
	To replace the current 350kVA diesel prime generators with a larger generator to supply the Hospital. The replacement will include all related ancillaries for improved electrical supply reliability.
	<b>1.2 OVERVIEW OF THE WORKS</b>
	Installation of 1 x 600kVA prime generators and all its ancillaries including the installation of the bulk tank
	<b>1.3 EXTENT OF THE WORKS</b>
	The scope is on the LV side of the network and includes the following: 1. Supply, delivery, Installation and commissioning of the 600kVA prime generator including associated cabling 2. Supply, delivery, Installation and commissioning of the low voltage control panel complete with the generator breaker, busbars and changeover switch. 3. Supply and installation of a bulk tank for 72 hours generator operation at full load 4. Install CCTV cameras for the installation 5. Install suitable earth mat for the generator installation 6. Refurbish the generator plant room 7. Installation of new louvre doors 8. Supply pipework and pumps for filling of diesel from bulk tank to day tank 9. Remove old day tank
	<b>1.4 LOCATION OF THE WORKS</b>
	The location of works is within the Ceza Hospital. The Ceza Hospital is located at Echibini Road, Echibini Area, Ceza, KwaZulu-Natal, South Africa
	<b>1.5 TEMPORARY WORKS</b>
	All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)
2	<b><u>ENGINEERING</u></b>
2.1	<b>EMPLOYER'S/CONTRACTOR'S DESIGN</b>
	Design specifications are contained in Annexure 1 (Diesel Tank) and Annexure 2 (Generator Technical Specifications) of this bid document
2.2	<b>DESIGN BRIEF</b>
	Not applicable.
2.3	<b>DRAWINGS</b>

	Not applicable. The Contractor will develop all the production and as built drawings.
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2.4	<p><b>DESIGN PROCEDURES</b></p> <p>Not applicable</p>
3	<p><b><u>PROCUREMENT</u></b></p> <p><b>3.1 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. Tenderers are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents.</p> <p>Tenderers 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> <p><b>3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b></p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p> <p><b>3.3 SCOPE OF MANDATORY SUBCONTRACT WORK</b></p> <ol style="list-style-type: none"> <li>1. Data logging to determine the load</li> <li>2. Design and installation of the 72hour bulk tank</li> <li>3. Providing the earth mat</li> <li>4. Generator Room Refurbishment</li> </ol> <p><b>3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS</b></p> <p>Not applicable - Subcontractors to be proposed with the prospective contractor.</p> <p><b>3.5 SUBCONTRACTING PROCEDURES</b></p> <p>The main contractor will request 3 quotations from potential sub contractors. The project leader will submit the preferred subcontractor who are registered with CSD, is competent and have the resources to undertake the work. All quotations to be forwarded the project leader for evaluation and appointing of the contractor.</p>
4	<p><b><u>CONSTRUCTION</u></b></p> <p><b>4.1 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>

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

#### **4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

See above 4.1

#### **4.3 PARTICULAR / GENERIC SPECIFICATIONS**

The Contractor is referred to the following documents whether attached to this document or not:

##### **SPECIFICATION**

##### **PAGES**

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

#### **4.4 CERTIFICATION BY RECOGNIZED BODIES**

Appointed consultants must be actively registered with their relevant professional discipline

#### **4.5 AGRÉMENT CERTIFICATES**

Not applicable

#### **4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER**

None.

#### **4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

None.

#### **4.8 OTHER SERVICES AND FACILITIES**

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.

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.

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.

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.

5.5

ELECTRONIC PAYMENTS



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

**5.6 DAILY RECORDS**

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

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

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

**5.7 BONDS AND GUARANTEES**

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

5.8	<p><b>PAYMENT CERTIFICATES</b></p> <p>Requirements will be in accordance with the Employers prescriptions.</p>
5.9	<p><b>PERMITS</b></p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site</p>
5.10	<p><b>PROOF OF COMPLIANCE WITH THE LAW</b></p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> <li>- Electrical Compliance Certificate</li> <li>- Lightning Certificate</li> <li>- Electrical and Mechanical test certificates</li> <li>- SANS 10400-A:2010 compliance certificates</li> <li>- Latest National Building Regulation</li> <li>- Asbestos removal compliance certificates</li> </ul>
5.11	<p><b>INSURANCE PROVIDED BY THE EMPLOYER</b></p> <p>Not Applicable</p> <p><b><u>SECTION 2</u></b></p> <p><b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b></p>
Clause Numbers	
4.1.7	<p><b>The requirements for drawings, information and calculations for which the Contractor is responsible are:</b></p>
	<p>1. The production drawings</p>
	<p>2. As built drawings</p>
4.2.1	<p><b>The responsibility strategy assigned to the Contractor for the works is:</b></p>
	<p>Strategy A</p>
4.2.2	<p><b>The structural engineer is:</b></p>
	<p>Not applicable.</p>
4.2.3	<p><b>Drawings &amp; other info are to be submitted in accordance with the contractors programme</b></p>
	<p>Not applicable</p>

4.3	<p><b>The planning, programme and method statement are to comply with the following:</b></p> <p>N/A</p>
4.12.1	<p><b>Samples of materials</b></p> <p>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</p>
4.12.2	<p><b>Fabrication drawings that the contractor is to provide to the employer are:</b></p> <p>None</p>
4.12.3	<p><b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b></p> <p>OFFICE FOR FOREMAN</p> <p>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.</p> <p>TELEPHONE</p> <p>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.</p> <p>OFFICE FOR INSPECTOR OF WORKS</p> <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. 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. 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>

	SHED
	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.
<b>4.14.6</b>	<b>The requirement for provision and erection of signboards are:</b>
	Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of 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.
<b>4.17.1</b>	<b>Requirement for the termination, diversion or maintenance of existing services:</b>
	Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
<b>4.17.3</b>	<b>Services which are known to exist on the site:</b>
	Investigate and provide detail drawings.
<b>4.17.4</b>	<b>Requirement for detection apparatus</b>
	None
<b>4.18</b>	<b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b>
	<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 will</p> <p>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>
<b>4.22</b>	<b>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</b>
	List of applicable sub-contractors to be compiled post award.



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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



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**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

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**ANNEXURES**

## DIESEL TANK SCHEDULE - ANNEXURE 1

Contractor:	<hr/>
Employer:	Head: Department of Health (KZN Department of Health: Province of KwaZulu-Natal)
Agreement:	GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010
Works (description):	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>
Site:	Ceza Regional Hospital

Tel Number: 033 940 2520

**Diesel Tank Schedule 001 – Schedule Requirements**

Site Location: Ceza  
Climatic Conditions – Altitude: Ulundi  
Ambient Temperature: 10 OC to 45 OC  
Relative humidity: 95%



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HEALTH  
REPUBLIC OF SOUTH AFRICA

Diesel Tank		1
1	Size	20000L
2	Use	Designed for stationary (static) storage. Not designed to be moved with liquid in the tank.
3	Filling	Designed to be nozzle filled only. Top mounted lockable spill containment box with tank fill / dipstick
4	Fittings	Numerous additional DN50 (2") Sockets for mounting of monitoring and dispensing equipment.
5	Vent	DN50 (2") Vent Pipe - total height from the ground 4m - supplied with Gauze Element. Use of a Donaldson TRAP Filter to prevent the ingress of dust and water into your tank.
6	Interstitial Dip	Interstitial Space Dip Point supplied with aluminium dipstick.
7	Forklift Pockets	4 Way Forklift Pockets
8	Lifting Lugs	Crane lifting lugs - Fully certified Crane Lifting Lugs, tank can be lifted when full of liquid.
9	The outer tank must hold 110% of the inner tank's capacity.	
10	Inner tank is fully baffled to allow transport with liquid in the tank.	
11	Manufactured from heavy duty mild steel.	
13	Paint Colour RAL9003 Signal White/Tanks are sandblasted. Primer. 2nd Coat. Final Coat. Finished dry film thickness no less than 180 um.	
14	Innovative tank in tank design. The inner tank can be removed from the outer tank for maintenance and cleaning.	
15	Mechanical contents gauge.	
16	Fully lockable lid on gas struts with vandal proof lock housing.	
17	Removable lid for ease of maintenance.	
18	The material used must be SABS approved.	
19	3 x 25mm Suction Points c/w suction tubes and foot valves / 3 x 25mm Return Points / a dedicated Dip and Fill Point and 80mm Vent Outlet.	

Tel Number: 033 940 2520



## GENERATOR SCHEDULE - ANNEXURE 2

Contractor:

Employer:

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

Agreement:

GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

Site:

Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works

## **GENERATOR TECHNICAL SPECIFICATION**

### **1. GENERAL: INDOOR PRIME UNIT GENERATORS**

The **Indoor Type** stand-alone standby generator set herein specified is to be installed at Ceza Hospital. The ambient temperatures are 45°C maximum and 10°C minimum and 115m above sea level.

**In order to best meet South Africa's employment targets, locally assembled generator sets will receive preference.**

**Due to the critical nature of this installation, ONLY genuine and accredited DIESEL GENERATOR SET MANUFACTURERS with Local 24 hour support and IN HOUSE maintenance facilities will be considered.**

**When pricing this document, allowance must be made for the installation to be carried out after hours and / or over a weekend at a time suitable to the KZN Department of Health's institution. Prior to any shutdown it should be agreed with the Health Institution whether any temporary standby plant is required. Apart from this, downtime must be kept to a minimum and once an installation starts, it must be completed and commissioned without any interruptions. The Tenderer must provide documented proof that they have the staff and capacity to carry out this type of installation.**

### **2. SCOPE OF CONTRACT**

The contract comprises the design, manufacture, assembly, delivery to site, off-loading at site, installation, testing, commissioning and handing over in first class working order of a complete indoor type standby diesel generating sets and all ancillary equipment necessary to comply with the requirements of this specification. The plant generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator M.C.C.B. and all necessary switchgear, including the change over equipment and on-load bypass switch, together with a fuel system, capable of running the set for 72 hours at full load. The bulk tank shall be positioned next to the generator and be self-bunded.

### **3. PLANT LOCATION**

The set shall be a indoor type unit. The building will be weather proof and shall allow access for maintenance purposes and louvres complete with vermin proofing shall be installed at both ends (dependent on civil engineer design). The louvres shall be sized to suit the sets cooling and combustion air flow requirements.

The bunded slabs for both the generator set (required) and self bunded bulk tank (not a must as the tank is self bunded) forms part of this contract and drawings shall be provided to the engineer for approval, prior to construction taking place.

The standby diesel generating set shall to be located as indicated.

Tenderers are advised to acquaint themselves with the site conditions including access, as no claim on the grounds of want of knowledge will be entertained.

#### 4. PLANT DUTIES

The diesel generating set and its ancillary equipment shall normally operate as an automatic mains failure unit. It shall be capable of delivering its full rated output at any time and any ambient conditions likely to occur at the site. The generating set will not be required to be synchronized with the main supply.

#### 5. SYSTEM

The system to which the plant is to be connected is 3 phase, 4 wire, 400 volt between phases and 230 volt between phase and neutral, with a frequency of 50 Hz.

#### 6. RATING

**Note: The unit shall be capable of delivering 600MVA at 0.8 power factor. The unit shall deliver 60% initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.**

The rating of the diesel generating set shall be based on operation of the set when equipped with all necessary accessories such as radiator fan, air cleaners, lubricating oil pump, fuel transfer pump, fuel injection pump, water circulating pump, and battery charging alternator.

The generator set shall be capable of delivering the specified output continuously under the site conditions without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS5514.

#### 7. DIESEL ENGINE

##### 7.1. Type

The engine shall be of the multi-cylinder, four stroke cycle, cold starting, direct injection, compression ignition type, suitable for operation on diesel fuel.

**Only genuine engines with full local Original Equipment Manufacturer (O.E.M.) backup will be accepted. Grey products and "copies" will under no circumstances be accepted and will lead to the tender being rejected.**

##### 7.2. Cooling System

The engine shall be of the water cooled type and the cooling system shall be of sufficient capacity to cool the engine when the set is delivering its full rated load in the ambient conditions specified in Clause 1.

The engine shall be equipped with a heavy duty type radiator, complete with engine driven fan and centrifugal water circulating pump and a thermostat to maintain the engine at the makers recommended temperature level.

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The heater shall be so fitted that it can easily be withdrawn without having to drain the system. The heater shall be suitable for a 220 volt 50 Hz supply.

A low radiator level shutdown sensor switch shall be fitted in the radiator header tank. A separate temperature sensor must be fitted on the block for the normal high engine temperature shutdown and gauge.

**The sight gauge shall be easily accessible for reading purposes and it shall be safe and**

### **7.3. Speed**

The engine speed shall not exceed 1500 R.P.M. at normal full load conditions.

### **7.4. Fuel**

The engine shall be capable of satisfactory performance on a commercial grade of distilled petroleum fuel oil such as Number 2 fuel oil. (Commercial grade diesel fuel: **500ppm**).

### **7.5. Rating**

The engine shall be suitable for continuous running at the specified speed, delivering its rated output at the specified site conditions.

In addition the engine shall be capable of delivering 110 % load for one hour, after the set has been running at full load for a period of six hours and shall, after the overload period of one hour be capable of maintaining the rated output continuously without any undue mechanical strain, overheating, incomplete fuel combustion or other ill effects.

The engine shall have sufficient capacity to start up and shall within 15 seconds from mains failure, supply the full rated load at the specified voltages and frequency.

### **7.6. Governor**

The engine shall be of the latest electronic type, or controlled by a governor to maintain governed speed for 50 Hz operation. Class A1 governing in accordance with B.S. 5514 as amended is required.

### **7.8. Fuel System**

The complete system including bulk tank shall be sized to allow the set to run for 72 hours at full load.

**An engraved label shall be installed in a conspicuous area on the generator control panel that indicates the following:**

- **Base tank capacity.**
- **Bulk tank capacity**
- **Full load litres per hour consumption.**

#### **7.7.1. Base tank**

**Normally for generators rated up to and including 200 kVA:**

The fuel tank shall be an integral part of the base frame of the generator set. The base tank shall have sufficient capacity to run the engine on full load for a minimum period of 72 hours.

**Generators rated above 200 kVA:**

Should this not be possible, a combination of a “**base**” “day” tank and “bulk” tank, will be required to meet the 72 hour (at full load) running **time** period.

**The base tank shall be a closed channel self-bund walled type that shall be of sufficient capacity to contain any spillage, equivalent to 80% in volume of the base tank. A float level alarm connected to the generator controller shall be incorporated into the bund area located such that the alarm will be activated when 50% of the volume of the bund area has been reached in the event of any diesel fuel leakage.**

The **base** tank shall be fitted with a suitable filter, **breather pipe**, **visual** gauge, removable inspection cover, drain, filler cap, low level and extra low shutdown alarm sensors. These shall supply an audible and visible signal on the control panel.

In addition, pump / solenoid valve start / stop sensors are required to control the automatic filling of the base tank from a remote free standing tank.

The set shall also be supplied with a hand operated “wing pump” and a suitable length of oil resistant hose, suitable for filling it from containers. The hose shall be of the “push lock” type and shall be sufficient in length to extend 5 meters outside of the canopy door.

The fuel tank shall be an integral part of the base frame of the generator set. The tank shall have sufficient capacity to run the engine on full load for a minimum period of 12 hours.

#### **7.7.2. Bulk Tank**

**The bulk fuel tank shall consist of an ISO 9001 quality containerised double walled tank mounted on a steel reinforced concrete plinth of suitable MPa strength to carry the weight of a fully fuelled bulk tank and containerised type generator. The size and configuration of the bulk tank shall be matched to the size of generator to enable the generator to run continuously for a minimum period of 60 hours on full load.**

In the event of the standard bulk tank size being in between the required volume, the next largest size must be supplied

The composite bulk tank together with all interconnecting supply and return pipes, low level alarm, **visual** fuel level indicators, lockable shut off valves, breather and an automatic filling system shall be provided. The bulk tank shall be positioned as will be shown on drawing to submitted for approval.

The automatic filling of the base tank, from the bulk tank, shall be controlled by level switches mounted in the base tank. These switches shall start and stop the electric self-priming pump, or solenoid valve system.

**Manually operated filling of the base tank from the bulk tank shall be by way of a spring loaded push button switch that shall switch off the pump if the push button switch is released by the operator.**

**Drain plugs shall be constructed in such a manner that shall prevent the removal of such drain plug by conventional means i.e. shifting spanner, pliers etc.**

**The construction of the reinforced concrete plinth and other minor civil work shall form part of this contract.**

#### **7.8. Lubricating**

The engine shall be provided with a forced feed lubricating system with a gear type lubricated oil pump for supplying oil under pressure to the main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and all other moving parts.

Full flow replaceable element type oil filters, conveniently located for servicing, shall be provided. Filters shall be provided with a spring loaded by-pass valve to ensure circulation if the filters become clogged.

#### **7.9. Cylinder Liners**

The engine shall be provided with removable wet or dry type cylinder liners of close grained alloy iron.

#### **7.10. Air Cleaners**

The engine shall be provided with one or more dry type air cleaners which shall provide positive air filtration.

#### **7.11. Exhaust System**

The engine shall be fitted with an efficient 3CR12 exhaust system for inland areas (**>50 km's from the coast**) or Grade 304 stainless steel in coastal areas. Flexible bellows shall be fitted between the exhaust outlet and the silencer. The flexible piping must on no account be used to form a bend or compensate for misalignment. The silencer shall be located within, or on top of the canopy. The silencer shall be of the highly efficient type suit-able for use in residential areas and shall be capable of providing 20 to 30 decibels of suppression.

The silencer and discharge piping shall be suitably supported.

The exhaust pipe inside the canopy shall be suitably lagged then clad in galvanized or polished stainless steel sheet.

The end of the exhaust shall be cut to a 45 degree angle, in order to prevent rain ingress and mesh shall be welded into the end to prevent birds or rodents from entering the pipe.

#### **7.12. Flywheel**

The flywheel shall be designed to limit the cyclic irregularities to within the limits laid down in B.S. 5514 as amended.

#### **7.13. Engine Starting**

The engine shall be equipped with a 12/24 volt starting system of sufficient capacity to crank the engine at a speed, which will allow starting of the engine.

The starting equipment shall include a 12/24 volt D.C. starter motor engaging directly on the fly-wheel ring gear. A heavy duty battery charging alternator and maintenance free batteries of the Delco/Deltec type shall be supplied. The batteries shall be mounted in a lockable battery box.

The batteries shall be connected to the engine with suitably rated P.V.C. insulated flexible leads.

The batteries shall have sufficient capacity to provide three automatic attempts to start immediately followed by three manual attempts without any appreciable drop in voltage. The automatic attempts to start shall each be of not less than 10 seconds duration with 10 second intervals between and the manual attempts shall be based on the same cranking period.

A device shall be provided to limit the cranking time of each automatic attempt to start, to the 10 seconds specified above and to provide three automatic attempts after which the automatic starting mechanism will cut out until manually reset and at the same time sound an audible alarm and illuminate the L.E.D. on the AMF controller. The engine driven battery charging alternator shall have sufficient capacity to recharge the batteries back to normal starting requirements in not more than six hours.

A battery charging unit of the trickle charge type shall be provided to maintain the batteries at full capacity when the set is at rest. The charging equipment shall be connected so that the battery is normally charged from the mains, but is also charged under mains failure conditions from the diesel generating plant and if required via an inhibitor relay to prevent dual charging. The unit shall be complete with voltmeter, push button test, D.C. and A.C. protective gear. The charging unit shall be incorporated in the diesel generator control cabinet.

#### **7.14. Engine Instruments**

As per the Deep Sea 7320 Controller.

#### **7.15. Safety Controls**

The engine shall be equipped with the safety controls as specified in 11.4.

#### **7.16. Engine/Alternator Coupling and Base**

The engine and alternator shall be direct coupled and arranged for operation at 400/230 volt, 50Hz and 1500 RPM.

A steel fabricated base-frame (incorporating the day fuel tank) with anti-vibration mounts between the engine / alternator combination and base shall be provided and must be able to be placed directly on the concrete plinth / slab.

### **8. RADIATOR EXTRACT DUCTING**

A galvanized duct shall be provided and installed between the radiator face and outlet louvre to positively duct the hot expelled air out of the container. A flexible section shall be fitted between the radiator face and duct in order to prevent the recirculation of hot discharged air.

### **9. A.C. GENERATOR**

**As per the engine requirements, only genuine and locally supported recognised Original Equipment Manufacturers (O.E.M.) alternators will be acceptable. Grey products and copies are unacceptable and will result in the Tender being rejected.**

#### **9.1. Rating**

The generator shall be a 400/230 volt, 3 phase, and 4 wire 50 Hz machine. The generator rating shall be applicable for continuous service application.

**Note: The unit shall be capable of delivering 800kVA at 0.8 power factor.**

**The unit shall deliver 60% initial load + - 15 sec after start up and the balance of load 40% shall be delivered after a further 10 sec.**

#### **9.2. Construction and Manufacture**

The generator shall be a revolving field type, coupled directly to the engine flywheel through a flexible disc for positive alignment. The generator housing shall bolt directly to the engine flywheel housing and shall be equipped with a heavy duty ball bearing support for the rotor. The motor shall be dynamically balanced up to 25 % over speed.

The generator shall be of heavy duty compact design. Insulation shall be Class H as recognised by B.S.5514.

The generator field excitation shall be performed by a rotating exciter mounted on the generator motor shaft through a brushless rotating diode system. The voltage regulator shall be of the static-magnetic type with silicon diode control. It shall be mounted on the top or side of the generator and enclosed in a drip proof enclosure. A built in voltage adjusting rheostat shall provide 10 % voltage adjustment.

### **9.3. Performance**

The generator shall be capable of continuously delivering the full rated load specified in Clause 9.1 and of providing a 10 % overload for the period and in the manner specified for the engine in Clause 7.5.

### **9.3. Wave Form**

The shape for the voltage and current wave shall be within the limits laid down by B.S. 5000.

### **9.4. Voltage Regulation and Response**

The alternator shall be self-regulated and shall incorporate an automatic voltage regulator.

The voltage regulation shall not exceed  $\pm 2\frac{1}{2}\%$ , from no load to full load, including cold to hot variations at any power factor between 0.8 lagging and unity and inclusive of speed variations within the limits stated in Clause 7.6.

Upon application of full load at a power factor of 0.8 lagging the alternator voltage shall recover to within  $2\frac{1}{2}\%$  of the steady state value within approximately 300 milliseconds.

Upon application of any load specified in transient, maximum voltage dip shall not exceed 20% of the nominal voltage when measured at the alternator terminals.

### **9.6. Windings**

The generator stator windings shall be star connected with the star point brought out and connected to the neutral terminal in the terminal box on the generator to provide a 400/230 volt supply.

### **9.7. Terminal Box**

The terminal box shall be fitted to suit the cable route and it shall be large enough to allow for glanding and connecting the cables specified in Clause 12.2.

### **9.8. Radio and T.V. Interference**

The generating set shall be suitably suppressed within the limits of B.S. 800 against radio

## **10. DIESEL GENERATOR CONTROL PANEL**

### **10.1. Type and Construction**

The control panel shall be designed for the control of the diesel generating set with instrumentation and protective devices to meet both manual and automatic mode requirements.

The control panel shall be of robust construction, totally enclosed and dustproof.

It shall be of folded 1,6 mm thick cold rolled sheet steel construction, suitable for front entry through hinged doors. Internal chassis plates, circuit breaker pans and gland plates shall be provided. Special attention shall be given to vermin proofing and dust sealing.



Prior to painting, all steelwork must be thoroughly degreased and re-rusted and then primed with a zinc chromate primer. All internal steel chassis plates, gland plates and switchgear brackets shall be painted with white powder epoxy paint and all exterior steel surfaces shall be finished with red powder epoxy paint

The control panel shall be built into three separate sections, with the controls, change-over and on load bypass switch each having its own section.

## **10.2. Bus-Bars, Wiring, Switchgear, etc.**

All bus-bars and wiring shall be adequately rated and suitably supported, and control wiring shall be neatly laced and numbered with durable plastic ferrules, for easy tracing. Suitable terminals are to be provided for incoming and outgoing cables. Suitably sized holes shall be punched in the gland plates for the required number of cable terminations for both incoming and outgoing cables. The cables shall be secured to the gland plate by means of cable glands as Pratley, C.C.G. or other approved. The gland plate shall be suitably braced to prevent distortion after the cables are glanded thereto.

Circuit breakers are to be of moulded case construction and the 4 pole motorized change-over switch and "On Load" bypass switch shall be a reputable make, with full local representation.

All instrumentation shall be of 1.5% accuracy and their performance shall comply with B.S.89. The instruments shall be flush mounted and the dial dimensions shall be 96mm x 96mm.

Tenderers must give assurance with their tender that replacements for the equipment, switchgear and instruments used in the construction of the panel are readily available from stock held in the Republic of South Africa.

## **11. CONTROL PANEL**

11.1. The change-over panel is to be situated inside the LV panel.

11.2. The supply and installation of all cables and supports between the generator set and AMF control panel forms part of this contract.

### **11.3. Changeover Board and Bypass Switch**

11.3.1. 1 x T.P. Generator MCB. The MCB shall be rated to suit the generator offered and shall have both adjustable thermal and instantaneous overload elements.

#### **11.3.2. If over 150kVA**

1 x Set of Four Pole automatic changeover isolators with motor operated mechanisms (Minimum rating of 630amps) and with appropriate auxiliary and control contacts with electrical and mechanical interlocking arrangements to the approval of the Department. The units are to be Socomec, ABB or other approved prior to the close of the Tender.

#### **11.3.3. If under 150kVA**

1 x Set of Four Pole suitably rated contactors with electrical and mechanical interlocking arrangements to the approval of the Department.

#### **11.3.4. If over 150kVA**

1 x On load hand operated by pass switch (Minimum rating of 630amps) of the isolator type with three operating positions labelled "NORMAL", "OFF" and "BYPASS" to enable the changeover equipment and control circuitry to be by passed for maintenance purposes. The units are to be Socomec, ABB or other approved prior to the close of the Tender.

**11.3.5. If under 150kVA**

No by-pass switch required.

**11.3.6**                **3 x Open ring CT's suitably scaled.**

**11.3.7**                **1 x Open ring VT**

**11.3.8**                **Load, neutral and earth bus-bars.**

**11.3.9**                **Control Section**

- a) Automatic constant voltage battery charger.
- b) Electronic governor control (if required and not an electronic engine).
- c) Control C/B for instruments.
- d) Control relays for change over contacts.
- e) 12 / 24 Volt fuel relays.
- f) Terminal strips.

**11.3.10**              **Door Mounted Components**

**NOTE: While the controller incorporates some of**

- a) 1 x Deep Sea DSE 7320 Generator Controller
- b) 3 x Flush mounted M.D.I. 96 x 96mm dial ammeters suitably scaled
- c) 1 x Flush mounted 96 x 96 mm dial voltmeter, 0 - 500VAC.
- d) 1 x Flush mounted voltmeter selector switch with off, phase to phase and phase to neutral positions.
- e) 1 x Flush mounted running hour meter.
- f) 1 x Emergency stop push button - "Latching type".
- g) 1 x Engine alternator charge indication.

#### 11.4 Control Equipment Requirement

Control systems may not consist of the electromagnetic relay type. **Only the Deep Sea DSE 7320** or equivalent (Subject to approval by DoH **prior to the closure of the Tender**) solid state programmable systems will be accepted.

The solid state controller and associated systems wiring shall be to the control system manufacturer's guidelines and shall be adequately protected against transient over voltages arising from lightning effects, switching surges, power system surges or mains and alternator borne noise/interference. Full details of the suppression systems are to be provided at tender. Wiring to and from the solid state programmable controller is to be screened as necessary to prevent electrostatic and magnetic interference from adjacent wiring/systems.

#### SPECIFICATION FOR CONTROLLER

##### FRONT PANEL INDICATORS AND DISPLAYED MESSAGES

The controller status including Warning and Shutdown/ Critical alarms shall be indicated by a combination of LCD and messages on the LCD display.

CONDITION	LCD	DISPLAY MESSAGE	WARNING	SHUTDOWN
HIGH ENGINE TEMPERATURE		X		X
LOW OIL PRESSURE		X		X
OVER SPEED		X		X
UNDER SPEED		X		X
LOW FUEL AT 30% OF CAPACITY	X	X	X	
NO FUEL AT 10% OF CAPACITY	X	X		X
LOW BULK TANK		X	X	
LOW WATER		X		X
START FAILS AFTER 3 CRANKS AT 10 SECOND INTERVALS.	X	X		X
EMERGENCY STOP	X	X		X
SHUTDOWN / CRITICAL	X	X		X
MAINS PHASE ROTATION FAULT		X		X
HIGH MAINS VOLTS		X		X
LOW MAINS VOLTS		X		X

MAINS ON	X	X		
MAINS ON LOAD	X	X		
ALTERNATOR ON	X	X		
ALTERNATOR ON LOAD	X	X		
ALTERNATOR PHASE		X		X
HIGH ALTERNATOR VOLTS		X		X
LOW ALTERNATOR VOLTS		X		X
BATTERY VOLTS FAULT		X	X	
ALTERNATOR CHARGE FAULT		X	X	
AUTO	X			
TEST	X			
MANUAL	X			
MANUAL START	X			
MANUAL STOP	X			
MANUAL OR TEST (NOT IN AUTO)	X			
TIME DELAYS IN SECONDS				
MAIN FAILURE DELAY	10			
START-UP TIME	5			
MAINS RETURN DELAY	60			
COOL DOWN DELAY BEFORE SHUT DOWN.	120			

### **FRONT PANEL SWITCHES**

As per the Deep Sea 7320 controller

### **PLANT OPERATION**

The mode selector touch pad functions shall be as follows

OFF/RESET Control system off and alarm condition reset.

AUTO Automatic starting and stopping of the set dependant on the mains supply.

MANUAL Starting and stopping activated manually. In this mode the load will not be transferred in the event of a mains failure.

TEST The set will start automatically in this position. The load will be taken by the alternator in the event of a mains failure and will run off load.

### **LOGGING OF EVENTS**

As per Deep Sea DSE 7320 controller

## **USER PROGRAMMABLE**

As per Deep Sea DSE 7320 controller

## **12. ELECTRICAL**

Cables between the generator set and control panel shall be supplied and installed in accordance with the requirements of the S.A.N.S. Wiring Code (S.A.N.S. 10142 – 1: 2017 as amended).

### **12.2. Terminations**

The cables are to be made off with suitable cable glands as C.C.G, Pratley or other approved. The cable glands at the control panel shall be secured to the gland plate in the base section of the panel and at the generator end to the terminal box.

The cable conductors shall be terminated with suitably rated pressure crimped cable lugs.

### **12.3. Earthing**

The neutral point of the generator shall be solidly connected, by means of an appropriate size of insulated earth conductor, to the earth bar in the alternator and in the panel. All plant, ancillary equipment and steel work in the stand-by plant room shall be suitably bonded together with an appropriate size of bare copper tape which shall also be connected to the earthbar.

An Earth Mat should be installed (if not already in place) of sufficiently low impedance to match the generator rating.

### **12.4. Phase Rotation**

The Contractor shall ensure that the mains and generator phase rotations are identical. The existing phase rotation shall be determined prior to the changeover shutdown to ensure that the new set is connected with the same phase rotation.

## **13. PAINTING**

The engine and generator shall be painted **uniformly** with best quality enamel paint **in a colour approved by the Department**.

The control panel shall be painted with best quality powder coated signal red paint.

## **14. TESTING**

### **14.1. Testing At Contractor's Premises**

An acceptance test shall be carried out at the Contractor's works to establish that the diesel generating plant and its an-cillary equipment meets with the requirements of the specification. The Contractor shall give the consultant at least seven days notice prior to testing the plant. In the event of the plant failing the test and having to be re-tested, at some future date, all expenses (including travelling) incurred by the consultant in attending the second test will be to the Contractor's account. All fuel used for the test will be for the tenderers account.

- a) Simulate a mains failure to automatically start the plant from cold to test its ability to attain full rated speed and voltage and assume the full load in the specified time of ten seconds.
- b) Test run the plant at full load for a period of one hour.
- c) Immediately after the above specified run, without stopping the plant, run it for a further hour at 110 % load.

- d) Test the plant with regards to voltage dip, voltage and frequency recovery, with a sudden application of various loads.
- e) Test the plant for its ability to assume full rated load immediately on failure of the normal supply.
- f) Test and demonstrate (by simulation only where actual Conditions could damage the plant and its ancillary equipment) the correct operation of the engine safety controls and alarms together with other alarms as specified.
- g) Any other tests the client may consider necessary to establish that the diesel generator and its ancillary equipment as a whole is functioning correctly and in accordance with the specification.

NB: The Contractor shall provide necessary instruments and equipment for carrying out the tests. The test equipment shall be capable of producing 100 % load for one hour and 110 % load for a further hour continuously without interruption. The test load shall be adjustable and balanced over three phases.

The instrumentation shall be capable of recording and producing printed data pertaining to transient voltage dips, recovery time, applied load, etc, as specified in Clause 9.5.

## **14.2. Tests On Site**

On completion of the installation of the plant, the following test shall be carried out.

- a) Automatic starting and stopping with load change over. The load in this instance will be provided by the client.
- b) Test by simulation only of the operation of the engine protection and alarm devices.
- c) Any other tests which the consultant may require on site.

## **15. NOTICES & LABELS**

### **15.1. Warning Notice**

The Contractor shall provide and install in a conspicuous position in the plant room a clearly legible and indelible notice 450 x 450mm made from non-deteriorating material, preferably plastic with red letters on a white background worded to read as follows:

### **DANGER**

**THIS ENGINE WILL START WITHOUT NOTICE. TURN THE CONTROLLER OFF AND PRESS THE EMERGENCY STOP BUTTON IN BEFORE WORKING ON THE PLANT.**

**15.2. All labels shall be RED engraved letters on WHITE Ivorene glued with super glue or pop riveted to cover plates where applicable. Letter size shall be a minimum of 3mm.**

## **16. OPERATING AND MAINTENANCE MANUALS, ETC.**

The Contractor shall supply three complete comprehensive sets of operating and maintenance manuals, complete with schematic control diagrams and complete spare parts list for both engine and generator.

The above manuals are to be handed to the authorized representative on completion of the installation.

In addition a complete schematic diagram of the power and control circuitry is to be mounted in a glass fronted wooden or non-ferrous metal frame and fixed **to the LV panel.**

The Contractor is to provide a schedule containing particulars and part numbers of all major components e.g. relays, timers etc. of the control circuitry to facilitate the ordering of spares.

**NOTE:** Under no circumstances will **Practical Completion** be taken of the plant and equipment unless these requirements have been completed.

## **17. DRAWINGS**

Within one month of the receipt of order the successful Tenderer shall submit prints of each of the following drawings for approval:-

- a) General arrangement of the stand-by plant LV front panel.
- b) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charger.
- c) Dimensioned layout of all plant in **the container compartment**.

## **18. SPARE PARTS**

Tenderers must **provide an assurance** with their Tender that spare parts for the plant offered by them as a whole are readily available within the Republic of South Africa and to state where these **spare parts** are available.

## **19. GUARANTEE AND MAINTENANCE**

### **19.1. General**

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months (12) after **Works Completion** of the plant. During the maintenance period the Contract Works shall be maintained as specified in Clause 21 by the Contractor and any defective material, equipment or workmanship (excepting proven, willful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

### **19.2. Making Good**

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

### **19.3. Latent Defects and Failure to Comply with Specification**

The client reserves the right to demand the replacement or making good by the Contractor

### **19.4. Qualification by Tenderer**

Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the consultant accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

## **20. MAINTENANCE**

At six monthly intervals (2) during the guarantee period of twelve months, starting from the date of Works Completion, the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement the Contractor shall:

- a) Check and top-up if necessary, the fluid levels in the radiator, engine sump, fuel oil tank and batteries.
- b) Test run the standby plant and ancillary equipment for a period of 15 minutes.
- c) Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
- d) Fill in the standby plant logbook.

The cost of such inspections, maintenance, adjustments, repairs, etc., shall be included in the tender price, but the cost of renewing any part which may become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months, the Contractor shall, if called upon by the client, at his own expense replace the whole or such parts thereof as the client may deem necessary with equipment to be specified by the client. Approval - tacit or otherwise - of the equipment installed shall be considered as provisional only and shall not invalidate the client's right as indicated above.

## **ANNEXURE B - SCHEDULE OF EQUIPMENT**

The Schedule of equipment offered shall be fully completed by the Tenderer.

### **OUTDOOR CONTAINERISED TYPE STANDBY GENERATOR SET- 800kVA**

#### **GENERAL**

**Tenderers must complete the following schedule of information and are to submit with their Tender comprehensive literature on the equipment offered including countries of origin.**

**FAILURE TO COMPLETE AND SIGN THIS SCHEDULE IN ITS ENTIRETY SHALL LEAD TO DISQUALIFICATION OF THE BID.**

#### **DIESEL ENGINE**

- a) Make and Model .....
- b) Type (two or four stroke).....
- c) Performance Parameters
  - i) Rated output at Prime Power: .....kVA / kW.  
Standby Power.....kVA / kW.
  - ii) Rated output at .....metres above sea level (Altitude of hospital/In:



Prime Power .....kVA / kW.  
Standby Power.....kVA / kW.

iii) Ambient air temperatures at .....metres above Minimum °  
sea level (Altitude of institution/hospital) C.....  
.....  
Maximum °  
C.....  
.....

- d) Governed speed .....RPM
- e) Number of cylinder .....
- f) Diameter of cylinders .....mm
- g) Stroke of piston .....mm
- h) Piston speed .....m/minute
- i) Type of air cleaner .....
- j) Type of lubricating oil filter .....
- k) Make and type of injection system .....
- l) Type and number of fuel filters .....
- m) Manufacture and type of turbo-charger .....
- n) Manufacturer and type of governor .....
- o) Max cyclic variations .....
- p) Speed variation for sudden release or application o i) Temporary .....  
ii) Permanent .....
- q) 100% Rated full load may be applied seconds after .....
- r) Specific fuel consumption at full load. Litres/ HR (submit curves) .....
- s) Air quantity required for engine cooling .....cu.m/min.
- t) Cross sectional area of radiator air discharge outlet required .....

### **STARTING BATTERY**

- a) Manufacturer.....
- b) Type .....
- c) Capacity.....
- d) Voltage.....

### **ALTERNATOR**

- a) Make .....
- b) Type .....
- c) Type of bearings .....
- d) Method of lubrication .....
- e) Rated load at 0.8 power factor at 400 / 230 volt 50Hz 3 Phase
  - i) Continuous rating.....kVA.....Amps.....
- f) Efficiency of alternator at full load .....
- g) Output voltage within governed No load .....Volts
  - 50%load .....V
  - 100% load .....Volts
  - 110% load .....Volts
- h) Method of voltage regulation .....

### **CONTROL CUBICLE**

- a) Manufacturer .....
- b) Dimensions of control cubicle: Length.....mm
  - Width .....mm
  - Height .....mm
- c) Type of control equipment .....
- d) Type, make and rating of 4 pole by pass switch .....
- e) Type, make and rating of 4 pole motorised change-over switch .....
- f) Rupturing capacity at rated voltage of main circuit .....K.A.
- g) Method of tripping employed in main circuit breake.....
- h) Range of load setting of main circuit breaker .....
- i) Electrical and mechanical interlock provided: YES..... NO..... TYPE .....

### **VOLTMETER**

- a) Make and type .....
- b) Dial dimensions.....
- c) B.S.S. accuracy.....

### **MAXIMUM DEMAND AMMETERS**

- a) Make and type .....
- b) Dial dimensions.....
- c) Time lag .....
- d) B.S.S. accuracy.....

**FREQUENCY METER**

- a) Make and type .....
- b) Dial dimensions.....
- c) B.S.S. accuracy.....

**SELF BUNDED FUEL TANKS**

- a) Base tank size .....
- b) Bulk tank size .....
- c) Bulk tank manufacturer and model number .....

**EXHAUST**

- a) Exhaust material.....
- b) Exhaust material, silencer and outlet pipe.....

**MASS OF PLANT** .....kg

**OVERALL DIMENSIONS OF PLANT**

- a) Length.....
- b) Height.....
- c) Width.....

**TYPE AND RATING OF EQUIPMENT TO BE USED FOR LOAD TESTS**

.....

**COMPANY NAME AND ADDRESS OF BULK TANK INSTALLATION**

.....  
.....

**IS THE TENDERER A DIESEL GENERATOR SET** .....YES / NO.....

**IS THE TENDER 100% TO SPECIF** .....YES / NO.....

If the answer is NO, provide reasons for the deviation from the specification.

\_\_\_\_\_  
**DATE..... SIGNATURE OF TENDERER.....**

**COMPANY STAMP**





**Joint Venture Agreement**  
**(March 2004)**  
**(First Edition of CIDB document 1017)**

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the first part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the second part and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by

*(name of Employer)*

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

for *(brief description of Contract)*

**Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works**

Tel Nun

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

**‘Member’s Interest’** means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

**‘Representative’** means the person representing a Member on the Management Committee.

**‘Schedules’ means Schedules ‘A’, ‘B’ and ‘C’** which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

**‘Specific Provisions’** means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

## 2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

## 2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

## 2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

## 2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

## 2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

# 3. **JOINT VENTURE GENERAL**

## 3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

## 3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

## 3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

## 3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

## 3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

**4. MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Committee,

#### 4.2.2 *Meetings*

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

#### 4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

#### 4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

## 5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.



5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. **BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. **INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

## 8. DISPUTES

### 8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

### 8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

### 8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

## 9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

### Member No. 1

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

### Member No. 2

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.  
\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.  
\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

Annexure 4

# Occupational Health and Safety Specification

(OHSE SPEC)



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

Pl  
be

Project Name:

**Ceza Hospital - Supply, delivery, Installation and commissioning  
1 x indoor type Emergency Diesel Generator including  
associated electrical equipment and minor building works**

Project Code:

**ZNB 5156/2024-H**

Agent Name:

**Ms. S. Ngcobo (Head Office)**

Region:

**Head Office**

Tel Number: District:

**Head Office**

Ward no.:

**0**

**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):	<b>Ceza Hospital - Supply, delivery, Installation and commissioning 1 x indoor type Emergency Diesel Generator including associated electrical equipment and minor building works</b>
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
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