

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF HEALTH



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BILLS OF QUANTITIES

RETURNABLE DOCUMENT
ONE VOLUME APPROACH

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15
CLINICS IN THE UTHUKELA HEALTH DISTRICT.**

Project Leaders

Mr. E. Schutte
Private Bag X9051
Pietermaritzburg
3200
033 940 2539
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Employer:

Head: Health
KZN Department of Health
Private Bag X9051
PIETERMARITZBURG
3200
Tel Number: 033 940 2539

Region:

Chief Director: Infrastructure Development
KZN Department of Health
Private Bag X9051
Pietermaritzburg
3200

Bid Number: ZNB 9711/2019-H
CIDB Grading: 5 EP / 5 EB
ECDP Number: N/A

Project Code:
Closing Date: 27-Sep-2019
Contract Period: 8 Calendar Months

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

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS
IN THE UTHUKELA HEALTH DISTRICT.**

THE BID

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IMPORTANT NOTICE TO BIDDERS

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

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

No alternative Bids 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 Bidding Entity or Bidder who, on acceptance of the Offer, would become the **contractor**"

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN
THE UTHUKELA HEALTH DISTRICT.**

THE BID

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN
THE UTHUKELA HEALTH DISTRICT.**

PART T1. - BID PROCEDURES

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN
THE UTHUKELA HEALTH DISTRICT.**

T1.1 - BID NOTICE AND INVITATION TO BID

T1.1 BID NOTICE AND INVITATION TO BID			
THE KZN DEPARTMENT OF HEALTH INVITES BIDS FOR THE PROVISION OF:			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	
Advertisement date:	16 August 2019	Closing date:	27 September 2019
Closing time:	11:00	Validity period:	120 Days

It is estimated that bidders should have a CIDB contractors grading designation of 5EP/5EB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

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

<input checked="" type="checkbox"/>	<p>Only those bidders 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 the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a :</p> <p>5 EP / 5 EB or higher, class of construction work, are eligible to have their bids evaluated."</p> <p>Bid values in close proximity to the limit of a bid value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulation.</p>
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; and 2 Two Grade 4EB/4EP graded contractors form the Joint Venture or; 3 One Grade 4EB/4EP and Two Grade 3EB/3EP graded contractors form the Joint Venture <p>Refer to Table 9 of the Regulation for requirements of combinations.</p>
<input type="checkbox"/>	Bid 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 type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input type="checkbox"/>	Tax Compliance Status (TCS) PIN number and bidder's or entity tax reference number.
<input type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the bid closing date.
<input type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input type="checkbox"/>	Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)
<input type="checkbox"/>	Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)
<input type="checkbox"/>	Financial Standing and other resources of Business Declaration (If Applicable).
<input type="checkbox"/>	Compulsory Enterprise Questionnaire.
<input type="checkbox"/>	Bidders must fulfil the functionality criteria first before their price will be considered.

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

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____
 Cellphone Number: _____
 Facsimile Number: CODE _____ NUMBER _____
 E-mail Address: _____
 VAT Registration Number: _____

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

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

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

[Tick Applicable Box]

YES or NO

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

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

YES or NO

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

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

NOTE

See Quality Criteria in Annexures 6 of the Annexures attached to this document.

Quality requirement:	100 Points
Price:	80 points

Preference point scoring system will be based on the following points:

Preference points system:

Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:

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

2. Other specific goals (according to the PPPFA):			
(a)	[insert specific goal]	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
Total must equal 10 or 20 points		20	Points

Notes:

- 1 The successful bidder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, as reflected in clause F3.11 of the **Bid Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality 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

COLLECTION OF TENDER DOCUMENTS:

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

191 Prince Alfred Street

A non-refundable tender deposit of R380 is payable as per the tender advertisement , on collection of the bid documents. The Bidders must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: 0
 Bank Name: 0
 Account Number: 0
 Bank Code: 0
 Reference No: 0

The Bidder must attach the account statement with above reference, to this bid as **proof of payment of the deposit.**

SITE INSPECTION MEETING

A Compulsory pre bid Site Inspection Meeting will take place as follows:

Inkosi Albert luthuli Central Hospital- Lecture Theatre: Level 4 – Hospital Building

on: **2019/09/04 at 11:00am**

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

DOH Project Manager:	Mr. E. Schutte	Telephone no:	033 940 2539
Cell no:	071 670 4334	Fax no:	
E-mail:	erich.schutte@kznhealth.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS: (Bid Documents)

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

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

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

TENDER DOCUMENTS MAY BE:

POSTED TO:
Head: Department of Health
KZN Department of Health
Private Bag X9051
PIETERMARITZBURG
3200
Attention: Pre-Bid and Adjudication Division

OR

DEPOSITED IN THE TENDER BOX AT:
KZN Department of Health
SCM Old Boys Model School
310 Jabu Ndlovu Street
Pietermaritzburg
3201

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE
UTHUKELA HEALTH DISTRICT.**

T1.2 - BID DATA

T1.2 BID DATA

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Project Code:			
Bid no:	ZNB 9711/2019-H	Closing date:	27 September 2019
Closing time:	11:00	Validity period:	120 Days
Clause number:			
	<p>The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>		
F.1.1	<p>The Employer is the Head: Health</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 7 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid. The bidder must submit his bid by completing the Returnable Documents <u>including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance"</u> and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
F.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>BID</p> <p>Part T1: Bidding procedures</p> <p>T1.1 - Bid Notice and Invitation to Bid</p> <p>T1.2 - Bid Data</p> <p>T1.3 - Annexure F - Standard Conditions of Bid</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p></p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Preliminaries and General</p> <p>C2.3 - Bills of Quantities</p> <p></p> <p>Part C3: Scope of works</p> <p>C3.1 - Scope of Works</p> <p>C3.2 - Specification for HIV/AIDS awareness</p> <p>C3.3 - HIV/STI Compliance report</p> <p>C3.4 - Project Specific Construction Safety, Health and Environmental Specification</p> <p>C3.5 - Supplementary Preambles</p>		

F.1.2	Part C4: Site information	
	C4.1 -	Site information is as per Annexure "A"
	Part 5: List Annexure's	
	C5.1 -	Annexure "A" - SPECIFICATION
F.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	Mr. E. Schutte
	Capacity:	Project Leader
	Address:	Private Bag X9051 , , Pietermaritzburg , 3200
	Tel:	033 940 2539
	Fax:	
	E-mail:	erich.schutte@kznhealth.gov.za
	Responsible person:	Mr. E. Schutte
	The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	
F.1.6	PP2-Competitive Selection Procedure	Management Contractor
	PP2D-Quotation Procedure	
F.2.1	For eligibility refer to T1.1 Bid Notice and Invitation to Bid.	
F.3.11	This is not an EPWP project	
	Only those tenderer's who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractors grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EB /5EP class of construction works, are eligible to submit tenders	
	<u>Joint Ventures are eligible to submit tenders provided that:</u>	
	1. every member of the joint venture is registered with the CIDB	
	2. the lead partner has a Contractor grading designation in the 4 EB /4 EP	
	3. The combined Contractor grading designation calculated in accordance with the CIDB's Regulations is equal to or higher than a contractor grading designation determined in accordance with the tendered for a 5 EB /5 EP class of construction	
	See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID for combinations of JV's arrangements.	
F.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Bid Notice and Invitation to Bid.	
F.2.12	Alternative bid offer permitted:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Only the complete Service as per the Bills of Quantities	

F.2.13.2	Bidders are to ensure that their company details appear on the entire relevant bid documentation and must be legible.				
F.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the bid document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the bidders own cost. The CD must be clearly marked with the bid information and company details.				
F.2.13.4	The second sentence shall read as follows <i>"The Employer will hold all authorised signatories jointly and severally liable on behalf of the bidder"</i> . Bidders 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.				
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Bid Notice and Invitation to Bid .				
F.2.13.6	A Quotation Procedure will be followed				
F.3.5					
F.2.15	The closing time for submission of tender offers is as per T1.1 Bid Notice and Invitation to Bid .				
F.2.16	The tender offer validity period is as per T1.1 Bid Notice and Invitation to Bid .				
F.2.17	Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with the preferred bidder, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred bidder is not affected.				
F.2.18	No other material required This is not an EPWP project				
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.				
F.2.22	Bidders do not have to return all retained tender documents within 28 days after expiry of the Bid validity period.				
F.2.23	Bidders are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this bid.				
F.3.4.2	The location for opening of the bid offers, immediately after the closing time thereof shall be at: KZN Department of Health, Supply Chain Management, 310 Jabu Ndlovu Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid				
F.3.8	The employer must determine, on opening and before detailed valuation, whether each bid offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the bid documents. A responsive bid is one that conforms to all the terms, conditions and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.				
F.3.9	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">The procedure for the evaluation of responsive bids is</td> <td style="width: 20%;"></td> </tr> <tr> <td style="text-align: center;">Evaluation Method:</td> <td style="text-align: center; font-size: 24pt; font-weight: bold;">2</td> </tr> </table>	The procedure for the evaluation of responsive bids is		Evaluation Method:	2
The procedure for the evaluation of responsive bids is					
Evaluation Method:	2				

<p>F.3.9.1</p>	<p>Scoring Price: Bid offers will be scored using the following formula: (Option 1) where</p> $N_{fo} = W_1 \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ <p> N_{fo} = Number of tender evaluation points awarded for the financial offer. W_1 = The percentage score given for financial offer as in T.1.1 Bid Notice and Invitation to Bid P_m = The comparative offer of the most favourable tender offer. P = The comparative offer of tender offer under consideration.</p> <p>and where Option 1 is: $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
<p>F.3.10 ISO 10845-3: 5.11.4</p>	<p>The procedure for the evaluation of responsive tender is: Evaluation Method 3. The financial offer will be scored using the following formula: The value of W_1 is:</p> $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ <ol style="list-style-type: none"> 1) 90 where the financial value, inclusive of VAT, of all responsive tenders received has a value in excess of R 50,000,000; or 2) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R 50,000,000. <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found eligible for the preference claimed.</p>
<p>F.3.11 ISO 10845-3: 5.11.5</p>	<p>The procedure for the evaluation of responsive tender is: Evaluation Method 4. The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula: $T_{EV} = f_1 (N_{FO} + N_p) + f_2 N_Q$ Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with ISO 10845-3:2011(E) 5.11.7 where the score for financial offer is calculated using the formula: $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ and W_1 equals: <ol style="list-style-type: none"> 1) 90 where the financial value, inclusive of VAT, of all responsive tenders received has a value in excess of R 50,000,000; or 2) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R 50,000,000. N_Q is the number of tender evaluation awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$ Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found eligible for the preference claimed.</p>
<p>F.3.12</p>	<p>Bid offers will only be accepted if:</p> <ol style="list-style-type: none"> (a) the bidder's Tax arrangements with SARS is up to date and an unconditional Tax Compliance Status verification has been submitted by SARS as per the Tax Compliance Status PIN number. (b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the bidder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the bid process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the bidder has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the bidder is registered with: <ol style="list-style-type: none"> i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the bidder submitted Authority to Sign the tender. (i) the bidder submitted Financial standing & other resources of Business Declaration. (j) the bidder submitted Equipment Schedules, if applicable. (k) the bidder signed the Form of Offer that is part of the Form of Offer and Acceptance.

	<p>(l) the bidder submitted Preference Certificate, if applicable.</p> <p>(m) the bidder submit Final Summary of Bill of Quantities at tender closing.</p> <p>(n) the bidder submitted Declaration of Interest.</p> <p>(o) the bidder submitted Site Inspection Meeting Certificate (where applicable)</p> <p>(p) All information required to assess 'Functionality/Quality" as per Bid Data scheduled requirements</p> <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 bidder as described in the form of offer and acceptance.</p>
F.3.13	Bidders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
F.3.14	Provide to the successful bidder with three copies of the signed contract document.

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE
UTHUKELA HEALTH DISTRICT.**

T1.3 - Annexure F - Standard Conditions of Tender

T1.3 - Annexure F - Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Quality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.3 Proposal procedure using the two stage - system

F.1.6.3.1

Option 1

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

F.1.6.3.2

Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to request from the tenderer

F.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five working days before the tender closing time stated in the **tender data** and notify all tenderer's who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial Offer

In the case of a financial offer

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

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

F.3.11.3 Method 2: Financial Offer And Quality

In the case of a financial offer and quality,

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

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

where:

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

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

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

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderer's should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality;

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the **tender data**, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderer's should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the **tender data**, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the **tender data**:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderer's should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4

Method 3: Financial offer And preference

In the case of a financial offer and preference;

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845-part 3 clause 5.11.7;
 N_p is the number of tender evaluation points awarded for preference claimed in accordance with SANS 10845-part 3 clause 5.11.8,

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

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

F.3.11.5

Method 4: Financial offer, Quality and Preferences

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial offers

Score financial offer using the following formula:

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

where:

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

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

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

Table 1: Formulae for calculating the value of A

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk

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

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Dispute resolution by Arbitration ONLY

Omit Following Words:

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

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

The arbitrator shall be:

- a) selected by agreement between the parties, or failing such agreement,
- b) appointed at the request of either party by the Chairman for the time being of the Association of Arbitrators.
- c) The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.

- d) The Arbitrator's fees and all Defence Counsel fees are fully refundable by the contractor to the Arbitrator / Employer prorata to the Award being in the Employer's favour, conversely this condition will apply should the Award be in the Contractor's favour.

F.3.16 Notice to unsuccessful tenderer's

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

- F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-
- F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability
- F3.19.3 The transparency model must identify the criteria for selection of projects, project information
- F3.19.4 The client must publish the information on a quarterly basis which contains the following
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6 Consultative Forum must be an independent structure from the bid committees.
- F3.19.7 The information must be published on the employer's website.
- F3.19.8 Records of such disclosed information must be retained for audit purposes.

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE
UTHUKELA HEALTH DISTRICT.**

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Project Manager:	Mr. E. Schutte	Bid no:	ZNB 9711/2019-H

1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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

Bid document name	Returnable document	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Bid	Yes	
Authority for Consortia or Joint Venture's to Sign Bid	Yes	
Special Resolution of Consortia or Joint Venture's	Yes	
Schedule of Proposed Sub-Contractors	Yes	
Joint Venture Involvement Declaration	Yes	
Capacity of Bidder	Yes	
Annual Financial Statement for past financial year	Yes	
Site Inspection Certificate as proof for attendance of compulsory site meeting. (if applicable)	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Financial Standing and other resources of Business Declaration (If Applicable).	Yes	
Contractor's Safety, Health and Environmental Declaration.	Yes	
Final Summary of Bill of Quantities	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1	Yes	
Contract Form - Purchase of Goods/Works - Part 2	Yes	
Quality Criteria	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

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

Bid document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	
Proof of payment of Bid deposit	Yes	
Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)	Yes	
Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)	Yes	
Proof of Registration Number on the Central Suppliers Database	Yes	
Annual Financial Statement for past financial year	Yes	
Entire bid document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Bid information.	Yes	

T2.2 AUTHORITY TO SIGN BID

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 Bid to the KZN Department of Public Works in respect of the following project:

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Bid Number: **ZNB 9711/2019-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 Bid, and any and all other documents and/or correspondence in connection with and relating to this Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

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

ENTERPRISE STAMP (If Any)

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

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 Bid, 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:

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Bid Number: **ZNB 9711/2019-H**

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

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

and who will sign as follows:

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

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

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

Physical address: _____

(Postal Code)

Postal Address: _____

(Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

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

ENTERPRISE STAMP (If Any)

Deemed to satisfy joint venture arrangements

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

Designation

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

Bidders 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 bid.

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 bid for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

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

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

RESOLVED that:

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

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Tender Number: **ZNB 9711/2019-H**

Project Code:

B. Mr/Mrs/Ms: _____ in

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

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

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

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

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

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

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

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

1. * *Delete which is not applicable.*
2. **NB.** *This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid 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

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

DECLARATION RELATING TO A BID 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 :-

Party No. 1			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 2			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 3			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
BIDDERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS		
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.	
Bid no:	ZNB 9711/2019-H	Project Code: 0

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

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

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

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

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

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

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

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

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

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

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

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

(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 Bidder 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 Bidder who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the 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 DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

(e) Bidder to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

(name of person authorized to sign on behalf of the Bidder)

understand that it is the responsibility of the Bidder to prove and provide 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 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 Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

T2.9 PREFERENCE CERTIFICATE			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price points and
 (b) Quality points

	80
	0
	80

(c) B-BBEE Status Level of Contribution

1.3.1	PRICE		80
1.3.2	SPECIFIC CONTRACT PARTICIPATION GOALS		
1.3.3	1.3.3.1 Broad-Based Black Economic Empowerment (B-BBEE)		
	(i)	Level 1	20
	(ii)	Level 2	18
	(iii)	Level 3	14
	(iv)	Level 4	12
	(v)	Level 5	8
	(vi)	Level 6	6
	(vii)	Level 7	4
	(viii)	Level 8	2
	(ix)	Non-compliant contributor	0
	1.3.3.2 Other Specific Goals (as prescribed in the PPPFA regulations)		
	(i)	<i>[insert specific goal]</i>	0
	(ii)	<i>[insert specific goal]</i>	0
	(iii)	<i>[insert specific goal]</i>	0
	(iv)	<i>[insert specific goal]</i>	0
		TOTAL POINTS FOR PRICE, HDI and OTHER SPECIFIC GOALS	100

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

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

2 GENERAL DEFINITIONS

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

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

3 ADJUDICATING USING A POINT SYSTEM

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

4 POINTS AWARDED FOR PRICE

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

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

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

Where:

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

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

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

6 BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1. If yes, indicate:

1

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

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm: _____
- 9.2 VAT registration number: _____
- 9.3 Company registration number: _____

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

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1. _____

2. _____

Date: _____

Address: _____

SIGNATURE(S) OF BIDDER(S)

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	
Site Inspection Date:		2019/09/04 at 11:00am	

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

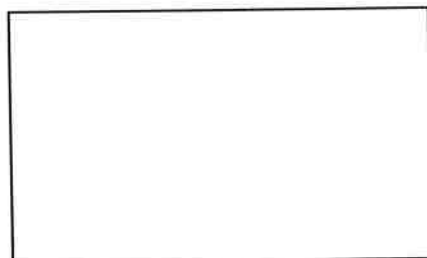
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

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

Name of Bidder	Signature	Date

Name of DOPW Representative	Signature	Date

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



Departmental Stamp:

T2.11 DECLARATION OF INTEREST - SBD 4			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

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

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

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: _____

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

Position occupied in the state institution: _____

Any other particulars:

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars: YES / NO

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

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees/ shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) : _____
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

T2.12 RECORD OF ADDENDA TO BID DOCUMENTS			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

1. I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

	Date	Title or Details	No. of Pages
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

Name of authorised representative	Signature	Date

OR

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of authorised representative	Signature	Date

T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	0

Name of Contractor: _____

Address: _____

Telephone Number: _____
(Area Code)(Number)

Fax Number: _____
(Area Code)(Number)

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

Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	0

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

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

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

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

Name of authorised representative	Signature	Date

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

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

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

5 CERTIFICATION

I the undersigned (*full name*) _____

certify that the information furnished on this declaration is true and correct.

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

Name of authorised representative	Signature	Date	Position

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

Project title:

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Bid no:

ZNB 9711/2019-H

Project Code:

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

NOTE

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

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16 EQUIPMENT SCHEDULES			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	0

The Bidder shall complete the Schedules in **Annexure "A" Part 3** of this document, giving details of the various items of materials or equipment that he includes in his offer.

**T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL
 DECLARATION**

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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 Bid.

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 Bid 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 Bid 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 Bid 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 Bidder

T2.18 Compulsory Enterprise Questionnaire

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: 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 5: Particulars of companies and close corporations

Company registration number	<input style="width: 100%;" type="text"/>
Close corporation number	<input style="width: 100%;" type="text"/>
Tax reference number	<input style="width: 100%;" type="text"/>

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any Provincial Legislature	<input type="checkbox"/> a member of an accounting authority of any National or Provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a Provincial Legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any Provincial department, National or Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any Provincial Legislature	<input type="checkbox"/> a member of an accounting authority of any National or Provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a Provincial Legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

Name of spouse, child or parent	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Position of authorised representative		Date	
Signature of authorised representative			
Name of authorised representative			
Enterprise name			

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

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	0

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder'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.

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

IMPORTANT NOTICE

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

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

Name of Bidder:

Signature of bidder:

Date:

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

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

**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 Bid 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

Agreement

Bid no: ZNB 9711/2019-H

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

The Bidder, 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 and complies fully with the requirements of Clause F.3.13 in the Bid Data.

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

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

Amount (in words):	
Amount in figures:	R

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:	OR	Natural Person or Partnership:
And: Whose Registration Number is:		Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:		Whose Income Tax Reference Number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
Mr/Mrs/Ms:	
In his/her capacity as:	

SIGNED FOR THE BIDDER:

Name of authorised representative	Signature	Date

WITNESSED BY:

Name of authorised representative	Signature	Date

Bid no: ZNB 9711/2019-H

This Offer is in respect of the official documentation.

GUARANTEE OPTIONS:

The Bidder 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.

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

N/A

N/A

N/A

N/A

N/A

N/A

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

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Bidder elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

Other Contact Details of the Bidder are:

Telephone No: _____ Cell Phone No: _____

Fax No: _____ Email Address : _____

Postal address: _____

Banker : _____ Branch : _____

UIF Registration Number: _____ CIDB Registration Number: _____

Central Suppliers Database
Registration Number:

ECDP Number:

ACCEPTANCE (For Official use only)

Bid no: ZNB 9711/2019-H

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 1	Agreement and Contract Data, (which includes this agreement)
Part 2	Pricing data
Part 3	Scope of work.
Part 4	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 3 days 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this ***Agreement comes into effect***. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Name of delegated signatory	Signature	Rank	Date

Name of Organisation:	Department of Public Works
Address of Departmental Office:	KZN DoH Townhill Office Park Townhill Hospital Hyslop Road Pietermaritzburg, PIETERMARITZBURG, 3201

WITNESSED BY:

Name of witness	Signature	Rank	Date

Bid no: ZNB 9711/2019-H

Schedule of Deviations

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 agreement reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid document 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this Schedule of Deviation, the Employer and the Bidder 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 Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Contractor:

Name of delegated signatory	Signature	Position in Entity	Date

For the Employer:

Name of delegated signatory	Signature	Rank	Date

WITNESSED BY:

Name of witness	Signature	Rank	Date

T2.21a CONFIRMATION OF RECEIPT

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Bid no.:	ZNB 9711/2019-H	Project Code:	0
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The Bidder (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

PLEASE SEE PAGE FOLLOWING

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
SUMMARY PAGE		
BILLS OF QUANTITIES		
ITEM	DESCRIPTION	BROUGHT FORWARD- AMOUNT
C2.2	Preliminaries for GCC for Construction Works- 2nd Edition 2010	R
C2.3	BILLS OF QUANTITIES	R
C2.3.1	SUBTOTAL	R
C2.3.2	ADD VAT @ 15%	R
C2.3.4	TOTAL CARRIED FORWARD TO T2.21 FORM AND OFFER OF ACCEPTANCE	R

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

NOTE

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

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

NOTE

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

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

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

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number:	_____	Closing date:	_____
Name of bidder:	_____		
Postal address:	_____		
Signature:	_____	Name (in print):	_____
Date:	_____		

T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9			
Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ZNB 9711/2019-H - SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

(Bid Number and Description)

in response to the invitation for the bid made by:

KZN Department of Health

(Name of Institution)

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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.

Signature

Date

Position

Name of bidder

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

ATTACH A COPY OF PROOF, THAT THE BIDDER 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 - PROOF OF PAYMENT OF BID DEPOSIT

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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

NOTE

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

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

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Health (Department of Health: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNB 9711/2019-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) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status (TCS) PIN;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid 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 bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding 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 bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

Witnesses:
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 bid under reference ZNB 9711/2019-H dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

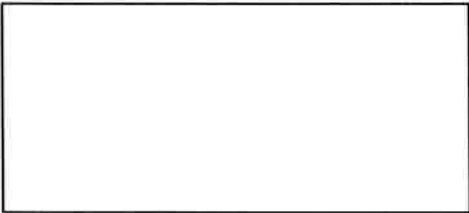
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT _____ ON _____
[Place] [Date]

NAME (PRINT): _____
 SIGNATURE: _____



OFFICIAL STAMP:

Witnesses:	
1.	_____
2.	_____
Date: _____	

T2.32 - OHSE PLAN STRUCTURE

Project title:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.		
Bid no:	ZNB 9711/2019-H	Project Code:	

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;

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

OHSE SPECIFICATION ATTACHED OVERLEAF



health

Department:
Health

PROVINCE OF KWAZULU-NATAL

Street Address: Hyslop Road; Townhill Hospital
Pietermaritzburg, 3200
Postal Address: Private Bag X9051,
Pietermaritzburg, 3200
Tel: (033) 9402524

Occupational Health and Safety Specification

GENERATOR INSTALLATION PROGRAMME



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors to **Install Generators at KZN Health Institutions**. This document describes the requirements of compliance to which the Principal Contractor/Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor for the management of Health and Safety on the Health care facility.

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

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

2. Definitions & Abbreviations

2.1 “**Client**” means KZN Department of Health

2.2 “**CR**” refers to the Construction Regulations 2014

2.3 “**OHS**” means Occupational Health and Safety

2.4 “**DoL**” refers to the Department of Labour

2.5 “**DOH**” refers to the Department of Health

2.6 “**NIHL**” refers to the Noise Induced Hearing Loss Regulations

2.7 “**HCS**” refers to the Hazardous Chemical Substances Regulations

2.8 “**GSR**” refers to the General Safety Regulations

2.9 “**GAR**” refers to the General Administrative Regulations

2.10 “**FR**” refers to Facilities Regulations

2.11 “**PPE**” means Personal Protective Equipment

2.12 “**MSDS**” means Material Safety Data Sheets

2.13 “**EIR**” refers to the Electrical Installations regulations

2.14 “**EMR**” refers to Electrical Machinery Regulations

2.15 “**ERW**” refers to Environmental Regulations for Workplaces

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

2.17 **Construction Work** means any work in connection with:-

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

2.18 **Construction Manager** means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

2.19 **Construction Supervisor** means a competent person responsible for supervising construction activities on a construction site

2.20 Competent Person means a person who –

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

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

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

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

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

2.25 Hazard means a source of or exposure to danger

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

2.27 Hazardous Chemical Substance (HCS) means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health

2.28 Construction Plant encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

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

Doctors

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

Nurses

- (a) registered and in good standing with the South African Nursing Council (SANC) and
- (b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

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

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

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

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

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

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

2.34 installation work means:-

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

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

2.36 point of supply means the point at which electricity is supplied to any premises by a supplier;

3. Client Requirements

3.1 Leadership and Commitment

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

3.2 Legal Requirements and Regulations for Health and Safety

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

3.3 Contractors' General Requirements for Health and Safety

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

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

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

The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services

- Be responsible for the adequacy, stability and safety of all of its site operations.
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The appointment of a Safety Officer must be approved by DOH
- The Safety Officer must possess a National Diploma in Environmental Health/Safety Management or SAMTRAC and have at least 2years experience.

3.4 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and must be forwarded prior to mobilisation to the site for work under the Contract to the KZN Department of Health's Safety Department for review. The Health and Safety Management Plan must comply with this Contract including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards. Any proposed amendments or revisions to the Contractor's Safety Management Plan are submitted to DOH for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities. The Plan will be audited for completeness by the KZN Department of Health.

The contractor shall comply with the requirements of CR 7

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

3.5 Legal & Site-Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan. The plan shall be in writing and shall be submitted to DOH within 7 days of the contract being awarded.

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers

- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Verification procedures including
- Daily site safety inspections and audits
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

3.5.1 Hazard Identification, Risk Assessment and Risk Control

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections

- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management.

3.5.2 Risk Assessment

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

The risk assessment should include-

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

3.5.3 Task Specific Risk Assessment

Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing. The purpose of the HIRA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Task Specific Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.

- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor.
- Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

3.5.4 Safety Method Statements

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

3.5.5 Hazardous Materials

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements. The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by DOH or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

3.5.6 Incident Management

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

- Incident investigation report inclusive of corrective measures must be submitted to DOH

3.5.7 Emergency Preparedness and Procedures

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

3.5.8 First Aid Equipment

- The principal contractor must appoint first aider in writing
- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box

3.5.9 Unsafe Acts and Conditions

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

3.5.10 Occupational Health & Infection control

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

3.5.11 Extreme weather conditions

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

3.5.12 Medical Certificates of Fitness

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

3.5.13 Plant and Equipment

- The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- Should any plant or equipment become inoperable for a period considered to be harmful to the progress of the work, the Contractor, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KZN Department of Health.
- No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of DOH.
- DOH reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should DOH Representative has the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, He/She must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute.

3.5.14 Personnel Protective Equipment/Clothing (PPE)

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE
- Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task,
- The contractor must comply with the requirements of General Safety Regulations

3.5.15 Working on Live Electrical Equipment / Sub-Station

- The Contractor may not allow any work on live electrical equipment!

3.5.16 Barricading requirements

- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100kg
- Only solid barricading covered with Orange Netting and or DOH approved equivalent barricading is allowed.
- Solid barriers to prevent persons falling into them must protect openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures
- Barricading must be tagged, placed on register, maintained and inspected daily – The owner of the barricade's name and mobile number must appear on the tag
- All handrails and fencing must comply with DOH Standards.
- The contractor must comply with the requirements of General Safety Regulation 13 (l)

Note: Danger tape will not be accepted as barricading!

3.5.17 Working in Existing Operations

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

3.5.18 Notification of Construction Work

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

3.5.19 Vehicles and mobile plant

- The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23
- Vehicles and mobile plants must be inspected daily before use and records thereof must be kept
- Competent personnel must be appointed to use and manage such

3.5.20 Housekeeping and general safeguarding on site

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The contractor must ensure continuous housekeeping on site
- Accumulated waste must be removed regularly
- The site must be kept neat and clean at all times

3.5.21 Stacking and storage on site

- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

3.5.22 Fire precautions on site

- The contractor must minimise fire risks on site
- The contractor must comply with the requirements of ERW and CR 29

3.5.23 Employee Facilities on site

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- The contractor must comply with the requirements of CR 30

4. Training and Competency

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision. Records are to be maintained on site.
- The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires such or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

4.1 Induction in Health and Safety

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

5. Smoking

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

6. Intoxicating Liquor or Drugs

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10
- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

7. Housekeeping

- The contractor must implement and comply with Construction Reg. 27
- The Contractor must maintain all work areas in a tidy state, free of debris and rubbish.
- The Contractor must dispose of all debris, rubbish, spbil and hazardous waste off site, outside KZN Department of Health's property in a designated and authorised area or facility. The Contractor should make itself aware of the KZN Department of Health's waste management plan and collection and disposal arrangements and align its waste management program accordingly.
- In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, DOH has the right to instruct the Contractor to cease work until the area has been tidied up and made safe.
- The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by DOH.

8. Fundamental health and safety requirements

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

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

9. OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

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

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

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for: _____ (Company Name)

declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: **Installation of Generators at KZN Health Institutions** will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

**Contractor's Responsible Person
(16.1/ 16.2 Appointee)**

Date

T2.34 - BASELINE RISK ASSESSMENT

Project title: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS IN 15 CLINICS IN THE UTHUKELA HEALTH DISTRICT.

Bid no: ZNB 9711/2019-H **Project Code:**

BASELINE RISK ASSESMENT ATTACHED HEREAFTER.



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Baseline Risk Assessment: Generator Installation at KZN Health Facilities. Please note this is a baseline risk assessment not a detailed risk assessment of all anticipated activities on site and not in order of activities of the project. The Principal contractor will be required to compile a detailed risk assessment for the project.

Main Activity	Sub activities	Hazards	Risks	Category			Control Measures	Responsible person
				Safety	Health	Environmental		
Site establishment	Vegetation clearing (Manual)	Snakes Insects Poisonous vegetation Extreme weather conditions	Snake bites Insect bites Skin rashes. Death Heat & cold	Injuries	Skin infections Dust inhalation	Land pollution	Proper Risk assessment Method statements Adequate supervision Training	Contractor

	Vegetation clearing (mechanical)	Snakes Insects Poisonous vegetation Extreme weather conditions Noise Dust Vibration Moving vehicles	Snake bites Insect bites Skin rashes. Death Heat & cold Dust	Injuries	Skin infections Dust inhalation	Land pollution	Proper Risk assessment Method statements Adequate supervision Training	Contractor
	Site office positioning	Manual handling Struck against material Struck by material Sharp edges Tripping Hidden services	Muscular strains Hand injuries Cuts; abrasions Bruises Fractures electrocution	Injuries Fractures			Supervision HIRA Method statement Training proper barricading PPE Service detection	Contractor
	Electrical connection	Electricity	Electrocution;	Injuries			Supervision	Contractor

	to the site office	Sharp edges Poor working postures	death Cuts Muscular pains	Electrocution			HIRA Method statement Training PPE	
	Water connection to site office	Sharp edges Extreme weather conditions Physical exertion Poor working posture	Cuts Heat stroke Muscle strains Back strains	Injuries Body strains			Supervision HIRA Method statement Training PPE	Contractor
Trench Digging	Manual Dinging of trenches	Manual handling Weather extremes Trench collapse	Ergonomic stressors awkward postures hand injuries weather extremes	Injuries	Body pains Heat stress Cold hands/feet	Environmental & land pollution	HIRA Method statement Training PPE Supervision Trench daily	Contractor

Excavation digging	Manual excavation	Manual handling Weather extremes Trench collapse	Ergonomic stressors awkward postures hand injuries weather extremes	Injuries	Body pains Heat stress Cold hands/feet	Environmental & land pollution	inspections Shoring where required Tool inspections Environmental & Waste Management plan	Contractor
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Concrete mixing	Manual handling Hazardous Chemical Substances (HCS) Weather extremes	Manual handling Hazardous Chemical Substances(HCS) Extreme weather conditions	Ergonomic stressors Inhalation of HCS Heat/Cold	Muscle pains/ strains Hand injuries	Respiratory tract infections Skin rash Heat rash Cold hands/feet	Environmental & land pollution	Environmental & Waste Management plan	Contractor
Concrete laying	Manual handling Hazardous Chemical Substances (HCS) Weather extremes	Manual handling Hazardous Chemical Substances(HCS) Extreme weather conditions	Ergonomic stressors Inhalation of HCS Heat/Cold	Muscle pains/ strains Hand injuries	Respiratory tract infections Skin rash Heat rash Cold hands/feet	Environmental & land pollution	Environmental & Waste Management plan	Contractor
Generator Installation	Location of generator into the concrete slab	Mechanical Handling/ rigging Extreme weather conditions	Physical stressors	Heat/Cold			Lifting Machinery to be in a safe manner Authorised Mechanical Machinery	Contractor

							operator Warning rotating light on the driven machinery trained employees HIRA Safe Working Procedures Red flag usage	
Electrical Connection	Cable laying and connection	electrocution	electrical burns			Authorised electrical person lock out procedures supervision HIRA	Contractor	
Trench Compaction	Backfilling Mechanical Compaction	Injuries Moving machinery	Bodily harm body cuts			Competent machine operators HIRA Supervision Safe work	Contractor	

Fuel/diesel Connection	Diesel pipe connection	Hazardous Chemical Substances Manual handling Fuel leakages					MSDS's Communication Fuel absorbent HIRA Supervision Safe work procedures PPE	procedures	
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T2.36 - Functionality Criteria

The Bidder needs to score a minimum of 60 points for the functionality and quality criteria to be considered responsive for this Bid. This form must be returned with the other returnable documents.

TENDER EVALUATION CRITERIA AND SCORING

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

Evaluation Criteria	Deliverables	Points		Sub-Points	Sub-Criteria	Sub-Points Scoring		Scoring
		Points	Sub-points			Points	Sub-points	
1	Submission of proof of capital/proof of credit limit that can be obtained from financial institutions	20	Points	20	Proof in the form of official letter from financial institution stipulation credit limit/available capital	20	Proof of capital of at least 25% of project value	
						0	No or irrelevant submission, does not meet requirement	
2	The Main Contractor shall have a proven track record of supply and installation of similar projects in the past 3 years	20	Points	20	Schedule of experience with supply and installation of similar generator installations value and scope	20	5 Successfully completed projects of similar value and scope completed in the last 3 years	
						10	3 Successfully completed projects of similar value and scope completed in the last 3 years	
				0	No or irrelevant submission, does not meet requirement			
3	Tenderer to submit a detailed project organogram that shows roles and responsibilities of each proposed team member (including sub-contractors).	50	Points	10	Submission of a detailed project organogram that shows roles and responsibilities of each team member that will be allocated to this project	10	Submission of a detailed project organogram that shows roles and responsibilities of each team member that will be allocated to this project	
						0	No or irrelevant submission, does not meet requirement	
4	Tenderers who are locally based will get preference	10	Points	10	Submission of proof of location of workshops/offices in Kwazulu-Natal	20	At least 3 qualified Artisans with relevant experience plus at least 1 Project manager with relevant experience	
						20	At least 1 qualified Artisan with relevant experience plus at least 1 Project manager with relevant experience	
				0	No or irrelevant submission, does not meet requirement			
4	Locality	10	Points	10	Submission of proof of location of workshops/offices in Kwazulu-Natal	20	ECSA registered professional with experience in at least 3 similar projects in scope and value	
						10	ECSA registered professional with experience in at least 1 similar project in scope and value	
				0	No or irrelevant submission, does not meet requirement			
		100		100				Total Points scored

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE			
Evaluation Criteria	Deliverables	Points	Points
1 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	
2 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	
	• 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

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

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

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

1. General Conditions

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

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

Where;

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

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

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

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

Yes No (Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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