

# PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

## DEPARTMENT OF PUBLIC WORKS



# public works

Department:  
Public Works  
**PROVINCE OF KWAZULU-NATAL**

## QUOTATION DOCUMENT

with JBCC Minor Works Agreement - 4th Edition  
for projects R 30 000 to R 500 000

### SERVICE DESCRIPTION :

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

**SWORN AFFIDAVIT MUST BE ACCOMPANIED BY A FINANCIAL STATEMENT OR 12 MONTHS BANK STATEMENT**

#### Employer:

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works  
Private Bag X9041  
**PIETERMARIZBURG**  
3200

**CIDB 1SQ or Higher**

#### Contact :

**Project Leader:** Ncediswa Cekiso  
**Telephone number:** 039 834 0700  
**WIMS No.:**  
**Quotation Number:** ZNQ 001-2020/21 HG  
**CIDB Registration Number:**  
**Central Suppliers Database No.:**

#### Regional \ District Office:

Harry Gwala District Office  
No. 2 Margaret Street  
**Ixopo**  
3276  
Tel No: 039 834 0700  
Fax No: 039 834 0736  
**Contract Period 4 Months**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

## UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE



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**IMPORTANT NOTICE TO BIDDERS**

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

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

**In order to keep with equitable distribution of opportunities, bidders who have been awarded one (1) award in the Southern Region Fencing Programme (Department Of Health) will not be considered for further awards in the same programme (Southern Region Fencing Programme), This will only be waived if the bidder is only responsive bidder and the accumulative awarded amount is still within their CIDB grading threshold**

## PART T1: QUOTATION PROCEDURES

### T1.1 Quotation Notice and Invitation to Quote

**THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/21 HG</b>	<b>Contract period</b>	<b>4 Calendar Months</b>
<b>Advertisement date:</b>	<b>Friday, 03 July 2020</b>	<b>Closing date:</b>	<b>Friday, 10 July 2020</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 Calendar Days</b>

It is estimated that Bidders should have a CIDB contractors grading designation of 1SQ or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input type="checkbox"/>	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder 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 Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:**

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

<input checked="" type="checkbox"/>	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 Quoted for a 1SQ or higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit Quotations provided that:</p> <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB;</li> <li>2 the lead partner has a contractor grading designation in the 1SQ or higher, class of construction work.</li> <li>3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 1SQ or higher, class of construction work.</li> </ol>
<input checked="" type="checkbox"/>	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
<input checked="" type="checkbox"/>	Authority to sign Quote.
<input checked="" type="checkbox"/>	Financial Standing and other Resources of Business Declaration
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules.
<input checked="" type="checkbox"/>	Site Inspection Certificate.

<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.
<input checked="" type="checkbox"/>	Complete Schedule of rates is to be submitted on the day of the Quotation closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner
<input checked="" type="checkbox"/>	Proof of Paid Municipal Rates and Taxes.
<input checked="" type="checkbox"/>	Proof of UIF Registration.
<input checked="" type="checkbox"/>	Contractors Health & Safety Declaration.
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.

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. YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES ☐ or NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

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

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

This quote will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations; 2017

☒ 80/20 Preference point scoring system

<b>Price / Quality:</b>	
Price and Quality:	80
Preference:	20
<b>Total must equal (100%):</b>	<b>100</b>

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

<b>Preference points system:</b>		
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
<b>Total of Price and Preference must not exceed 100 points</b>	<b>100</b>	<b>Points</b>

**Notes:**

- 1 The successful bidder will be required to fill in and sign a written Contract Form (SBD 7) form.
- 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 80/20 preference points scoring system, as reflected in the table above. Number of points will be awarded in accordance with the B-BBEE status level of contributor
- 4 The bid box is 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 JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract 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)

**COLLECTION OF QUOTATION DOCUMENTS:**

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

**KZN Department of Public Works 2 Margaret Street, Ixopo at the time indicated on T1.1 Bid Notice and Invitation to Quote**

Documents may be collected during working hours between 9h00 to 12h30 and 13h00 to 15h30.

**BRIEFING MEETING**

A Compulsory pre-Quotation briefing meeting with representatives will take place at:

on:

**QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Ncediswa Cekiso	<b>Telephone no:</b>	039 834 0700
<b>Cell no:</b>	0	<b>Fax no:</b>	039 834 0736
<b>E-mail:</b>			

**QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:**

<b>DOPW Project Leader:</b>	Ncediswa Cekiso	<b>Telephone no:</b>	039 834 0700
<b>Cell no:</b>	0	<b>Fax no:</b>	039 834 0736
<b>E-mail:</b>			

**QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:**

<b>Safety Officer:</b>	Gelly Majola	<b>Telephone no:</b>	033 355
<b>Cell no:</b>		<b>Fax no:</b>	033 342 111
<b>E-mail:</b>	Gelly.Majola@kznworks.gov.za		

**DEPOSIT / RETURN OF QUOTATION DOCUMENTS:**

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

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

All Quotation documents must be submitted on the official forms - (not to be re-typed)

**TENDER DOCUMENTS MAY BE:**

POSTED TO:	
Regional Manager	
KZN Department of Public Works	
Harry Gwala District Office	
Ixopo	
3276	
Attention:	Pre-Bid and Adjudication Division

OR

DEPOSITED IN THE Quotation BOX AT:
No. 2 Margarety Street
<u>Harry Gwala District Office</u>
KZN Department of Public Works 2 Margaret Street, Ixopo at the time indicated on T1.1 Bid Notice and Invitation to Quote
3276

T1.2 QUOTATION DATA			
<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Project Code:</b>			
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Closing date:</b>	
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 Calendar Days</b>
<b>Clause number:</b>			
	<p>The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation:".</p>		
<b>C.1.1</b>	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
<b>C.1.2</b>	The quotation documents issued by the employer comprise:		
	<b>Part 1: Quotation procedures</b>		
	T1.1	Bid Notice and Invitation to Quote	
	T1.2	Quotation Data	
	T1.3	Annexure F - Standard Conditions of Tender	
	T1.4	Annexure to Notice and Invitation to Quote	
	<b>Part 2: Returnable documents</b>		
	T2.1	List of returnable documents	
	T2.2	Compulsory Enterprise Questionnaire.	
	T2.3	Authority to sign Quote.	
	T2.4	Financial Standing and other Resources of Business Declaration	
	T2.5	Equipment Schedules applicable	
	T2.6	Contractors Health & Safety Declaration.	
	T2.7	Site Inspection Certificate.	
	T2.8	Proof of UIF Registration.	
	T2.9	Preference Certificate	
	T2.10	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.	
	T2.11	Proof of Paid Municipal Rates and Taxes.	
	T2.12	Proof of good standing with the Compensation Commissioner	
	T2.13	Certificate of Independent Bid Determination - SBD 9	
	T2.14	Contract Form - Purchase of Goods/Works-Part 1	
	T2.15	Contract Form - Purchase of Goods/Works-Part 2	
	T2.16	Declaration of interest - SBD 4	
	T2.17	Declaration of Bidder's past Supply Chain Management Practices - SBD 8	
	T2.18	Client's Specific requirement for the Contractor's detailed OHS plan	
	T2.19	Base Line Risk Assessment	
	<b>CONTRACT</b>		
	<b>Part C1: Agreements and Contract Data</b>		
	C1.1	Form of Offer and Acceptance	
	C1.2	Contract Data	



<b>Quotation no: ZNQ 001-2020/2021 HG</b>													
<b>Part C2: Pricing Data</b>													
C2.1	Pricing Instructions												
C2.2	Pricing Schedule												
C2.3	Preliminary and General - EPWP (If applicable)												
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)												
<b>Part C3: Scope of Works</b>													
C3.1	Scope of Works												
C3.2	Specifications for HIV/STI Awareness												
C3.3	HIV/STI Compliance Report												
C3.4	EPWP Scope of Works (If Applicable)												
<b>Part C4: Site Information</b>													
C4.1	Site Information												
C4.2	EPWP Employment Contract												
<b>Part C5: Drawings</b>													
C5.1	List of Drawings												
C5.2	ANNEXURES												
	#REF! #REF!												
	#REF! #REF!												
	#REF! #REF!												
	#REF! #REF!												
Annexure 5	Joint Venture Agreement												
Annexure 7	Health and Safety Bill of Quantities												
	#REF! #REF!												
	#REF! #REF!												
Annexure 6	Occupational Health and Safety Specification												
<b>C.1.4</b>	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td> <td>Ncediswa Cekiso</td> </tr> <tr> <td>COLLECTION OF</td> <td>Project Leader</td> </tr> <tr> <td>Address:</td> <td>Harry District Office , Ixopo , 3276</td> </tr> <tr> <td>Tel:</td> <td>039 834 0700</td> </tr> <tr> <td>Fax:</td> <td>039 834 0736</td> </tr> <tr> <td>E-mail:</td> <td></td> </tr> </table> <p>The second sentence shall read "Communication 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"</p>	Name:	Ncediswa Cekiso	COLLECTION OF	Project Leader	Address:	Harry District Office , Ixopo , 3276	Tel:	039 834 0700	Fax:	039 834 0736	E-mail:	
Name:	Ncediswa Cekiso												
COLLECTION OF	Project Leader												
Address:	Harry District Office , Ixopo , 3276												
Tel:	039 834 0700												
Fax:	039 834 0736												
E-mail:													
<b>C.1.6</b>	Bidder scoring the highest points												
<b>C.2.1</b>	Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 1SQ class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.												
<b>C.2.2</b>	The employer <b>will not</b> compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.												
<b>C.2.7</b>	<p>The arrangements for a Compulsory Pre-Quotation Meeting are:</p> <p><b>Location and Time:</b></p> <p><b>Date:</b></p> <p>The Bidder is required to sign the attendance register.</p>												

<b>Quotation no: ZNQ 001-2020/2021 HG</b>	
<b>C.2.10.3</b>	The Bidders must 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.
<b>C.2.11</b>	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
<b>C.2.12</b>	Alternative Offers may not be considered
<b>C.2.13</b>	To provide the whole of the Works as per the Scope
<b>C.2.13.5</b>	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per <b>T1.1 Bid Notice and Invitation to Quote</b> .
<b>C.2.15</b>	The closing time for submission of Quotation offers is as per <b>T1.1 Bid Notice and Invitation to Quote</b> .  Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
<b>C.2.16</b>	The quotation offer validity period is 90 calendar days.
<b>C.2.16.2</b>	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
<b>C.2.17</b>	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation 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 total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
<b>C.2.23</b>	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
<b>C.3.3</b>	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
<b>C.3.4.2.</b>	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
<b>C.3.7</b>	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<p>The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the Conditions of Quotation.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the quotation documents.</li> </ul> <p>A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified.</li> </ul> <p>Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

**Quotation no: ZNQ 001-2020/2021 HG****C.3.13**

Quotation offers will only be accepted if:

- (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.
- (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 quotation process.
- (e) the Bidder has not:
  - 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.
- (f) the Bidder 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 of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.
- (g) The Bidder has signed and submitted the Authority to Sign.
- (h) The Bidder has signed and submitted the Equipment Schedules, if applicable.
- (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.
- (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.
- (k) Proof of Paid Municipal Rates and Taxes.

If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.

**T2.1 LIST OF RETURNABLE DOCUMENTS**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Project Manager:</b>	<b>Ncediswa Cekiso</b>	<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>

### 1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

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

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules.	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Authority to sign Quote.	Yes	
Financial Standing and other Resources of Business Declaration	Yes	
Equipment Schedules applicable	Yes	
Preference Certificate	Yes	
Site Inspection Certificate.	Yes	
Contractors Health & Safety Declaration.	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Contract Form - Purchase of Goods/Works-Part 1	Yes	
Contract Form - Purchase of Goods/Works-Part 2	Yes	
Declaration of interest - SBD 4	Yes	
Declaration of Bidder's past Supply Chain Management Practices - SBD 8	Yes	
Capacity of Bidder	Yes	
Invitation to Bid - SBD 1	Yes	

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

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

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing.	Yes	
B-BBEE Certificate	Yes	
Complete Schedule of rates is to be submitted on the day of the Quotation closing date.	Yes	
Proof of Payment of Bid Deposit	No	N/A
Proof of Paid Municipal Rates and Taxes.	Yes	
Proof of UIF Registration.	Yes	
Proof of good standing with the Compensation Commissioner	Yes	
Certified CIDB Contractors Grading Designation Certificate	Yes	
Certified Proof of Registration Number on the Central Suppliers Database	Yes	
Base Line Risk Assessment	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	Yes	

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

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

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance	3 Pages	Yes	
Contract Data	5 Pages	Yes	
Pricing Schedule	2 Pages	Yes	
	Pages	No	N/A

### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan	Pages	Yes	
Quality Criteria	Pages	Yes	

### 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(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	
<b>EXPERIENCE AND REFERENCES</b>		N/A
Institution where the work was done ( 2 points each)	Yes	
Short description of work ( 2 points each)	Yes	
Value for work ( 2 points each)	Yes	
Starting date ( 1 point each)	Yes	
Complete date (1 point each)	Yes	
Name and contact details of the project leader /owner/ client (2 points each)	Yes	
A testimonial of two of the above projects completed and signed by client (5 points each)	Yes	
<b>FINANCIALS</b>		N/A
Attach a 3 months stamped bank statement to reflect 10% of the quotation price, between 5% to	Yes	
Signed letter of credit reference on a letterhead from suppliers and credit limits of at least 10% of the quotation price.	Yes	
<b>RESOURCES</b>		N/A
CV of the Key staff (2 point each)	Yes	
2 Reference on related projects (2 points each)	Yes	
2 Projects of similar nature carried out by the above person, (2 points each)	Yes	
Certified Qualifications in Built environment (2 points)	Yes	
<b>TECHNICAL</b>		N/A
Activities as per BOQ (not more than 8 activities) 1 point each	Yes	
Duration of each activity illustrated in weeks (not more than 8 weeks) 1 points each	Yes	

T2.2 Compulsory Enterprise Questionnaire			
Project title:	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE		
Quotation no:	ZNQ 001-2020/2021 HG	Project Code:	

Please do a print preview  
before printing

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement	
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

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

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

- 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.

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

## T2.3 AUTHORITY TO SIGN QUOTE

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

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

Bid / Quotation Number: **ZNQ 001-2020/2021 HG**

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

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

**ENTERPRISE STAMP** (If Any)



## T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Bid no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM  
IS DEALT WITH IN SAID COMPANY PROFILE**

- (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 Bids 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 Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Recourses 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 Bid. (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.)

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 DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

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

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, 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

<b>T2.5 EQUIPMENT SCHEDULES</b>			
<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

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

**TECHNICAL DATA:**

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

**Project Code:****EQUIPMENT SCHEDULES****TECHNICAL DATA:**

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	

**TECHNICAL DATA: PARCEL X-RAY UNITS**

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

**Project Code:**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA:**

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

**TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	

**Project Code:**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA:**

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	

**Project Code:****EQUIPMENT SCHEDULES****TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION**

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		
Starting amps		
Running amps		
System supply gauge pressure		
System return gauge pressure		
Condenser water inlet temperature		
Condenser water outlet temperature		
Condenser water flow rate		
Blower unit air inlet temperature		
Blower unit air outlet temperature		
Blower unit air flow rate		
Conditioned room air temperature after 1 hour, Design		
Conditioned room air temperature after 1 hour, Actual		

## T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

### INTRODUCTION

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 tender will be rejected.

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

<b>T2.7 SITE INSPECTION MEETING CERTIFICATE</b>
---

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	
<b>Closing date:</b>			

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

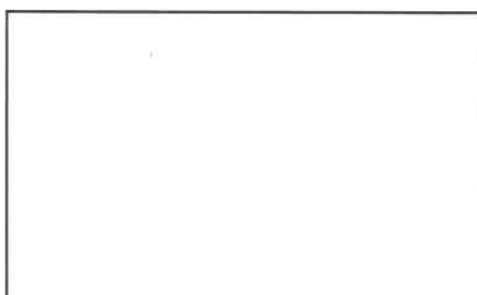
I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in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

I declare that 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:



**T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**ATTACH A CERTIFIED 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 Quote 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."

**T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE  
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

<b>Project title:</b>	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**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.

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.

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.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**IMPORTANT NOTICE**

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

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.

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:

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

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

**Signature of Bidder:** \_\_\_\_\_

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

## T2.9 PREFERENCE CERTIFICATE

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.

**NB: 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 tenders:

the 80/20 system for requirements with a Rand value of up to R 50,000 000; and

1.1.1 Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R 50,000 000, the 80/20 system shall be applicable.

1.2 Preference points for this tender shall be awarded for:

1.2.1 Price points and

80

1.2.2 Preference points

20

100

1.3 The points for this tender are allocated as follows:

			Points:
1.3.1	<b>PRICE</b>		80
1.3.2	<b>SPECIFIC CONTRACT PARTICIPATION GOALS</b>		
1.3.2.1	<b>B-BBEE Status Level of Contributor</b>		
	(i)	Level 1	20,00
	(ii)	Level 2	18,00
	(iii)	Level 3	14,00
	(iv)	Level 4	12,00
	(v)	Level 5	8,00
	(vi)	Level 6	6,00
	(vii)	Level 7	4,00
	(viii)	Level 8	2,00
	(ix)	Non-compliant contributor	0,00
	<b>TOTAL POINTS FOR PRICE and PREFERENCE POINTS MUST NOT EXCEED 100</b>		<b>max 100</b>

Total points for Price, B-BBEE preference points **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) with the quotation, 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 BBBEE 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 fund contributions and skills development levies.

2.2 **"B-BBEE"** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"proof of B-BBEE status level of contributor" means-**
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 **"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 process or proposals.
- 2.8 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 **"designated group" means**
- a) black designated groups;
  - b) black people;
  - c) women;
  - d) people with disabilities; or
  - e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 **"designated sector"** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).
- 2.16 **"Contract"** means the agreement that results from the acceptance of a 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, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

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

### 3 EVALUATION 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 However, when quality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for Quality.
- 3.6 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

80/20

or

Where:

$P_s$  = Points allocated for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

### 5 POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

- 5.1 In terms of Regulation 6 (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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	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 R15 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 1.3.2.1 AND 5.1 ABOVE

- 7.1 B-BBEE Status Level of Contribution:  =   
[ B-BBEE Status level of Contribution] [Max of points 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 or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

(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

☐

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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## 9.6 COMPANY CLASSIFICATION

Manufacturer	Contractor and/or Supplier	Professional service provider	other service providers, e.g. transporters, etc.
<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 contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (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.

\_\_\_\_\_

SIGNATURE(S) OF BIDDER(S)

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

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

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**T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE		
<b>Quotation no:</b>	ZNQ 001-2020/2021 HG	<b>Project Code:</b>	

**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.

**T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE  
COMPENSATION COMMISSIONER**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

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

**NOTE**

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

**T2.13 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Bid no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 quote:

**2021 HG - UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOU**

(Bid Number and Description)

in response to the invitation for the quote made by:

**KZN Department of Public Works**

(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 consortium<sup>3</sup> will not be construed as collusive bidding.  
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.
- 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.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

## T2.14 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: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNQ 001-2020/2021 HG at the price/s
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;
  - (i) JBCC Minor Works Edition 4 - August 2007; and
  - (i) 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: \_\_\_\_\_

## T2.15 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 ZNQ 001-2020/2021 HG 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: \_\_\_\_\_

<b>T2.16 DECLARATION OF INTEREST - SBD 4</b>			
<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Bid no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

<sup>1</sup> Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): \_\_\_\_\_

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.

<sup>1</sup>"State" means –

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

<sup>2</sup>"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:

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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:

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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:

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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

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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:

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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:

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### 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) :

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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

Signature

Date

Position

Name of bidder

**T2.17 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

Item	Question	Yes	No
4,1	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?  (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4,2	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)?  To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4,3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4,4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**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

T2.19 - BASELINE RISK ASSESSMENT			
Project title:	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE		
Quote no:	ZNQ 001-2020/2021 HG	Project Code:	

PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures

<b>T2.18 - CLIENT'S SPECIFIC REQUIREMENT FOR THE CONTRACTOR'S DETAILED OHSE PLAN</b>	
<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>
<b>Quote no:</b>	<b>ZNQ 004 - 2020/21 HG</b>
<b>Project Code:</b>	
<b>Items</b>	<b>Client Specific Requirements</b>
Site Office location	1) The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Public Safety	1) When working in a occupied facility the contractors risk assessment and subsequent safe work method statement must take into consideration the negative effect the Contractors activities may have on the health and safety of the occupants of the facility and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of members of the public.
Extreme weather conditions	1) If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	1) Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	1) The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	1) The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	1) To comply with CR(9) and to also address environmental issues
	2) Risk Assessment must be done if and when required.
	3) DSTI's must be performed on a daily basis be of an acceptable standard and need to be signed off prior to work starting and at the end of each shift.
	4) No work may be performed without an approved DSTI.
	See the attached baseline risk assessment to be considered by both the designer and the principal contractor.
Fall protection	1) To comply with CR (10),
	2) Edge protection and protection of floor openings need to be of such a manner as to properly protect employees from falling off elevated positions or falling into floor openings

Structures	1) To comply with CR (11)
Temporary work	1) To comply with CR (12)
Excavations	<p>1) To comply with CR(13) and the following;</p> <p>2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.</p> <p>3) No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.</p> <p>4) Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain</p> <p>5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible</p> <p>6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control</p>
Demolition work	<p>1) To comply with CR (14) and the following;</p> <p>2) Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent</p> <p>3) In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements</p>
Scaffolding	<p>1) To comply with CR(16) and the following;</p> <p>2) Scaffolding Inspectors and Scaffolding Erectors must be different individuals.</p> <p>3) Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding</p> <p>4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site</p> <p>5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085</p> <p>6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control</p>
Construction vehicles and mobile plant	1) To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	1) To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (25)
Water environments	1) To comply with CR (26)
Housekeeping and general	1) To comply with CR (27) and the following;

Safeguarding on construction sites	2) Contractor to designate areas for placing refuse and rubble prior to being removed from site
	3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.
	4) Refuse to be separated for recycling purposes
	5) Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	1) To comply with CR (28)
Fire precautions on construction sites	1) To comply with CR (29) and the following;
	2) No smoking may be permitted on site except in designated smoking areas
Construction employees' facilities	1) To comply with CR (30) and the following;
	2) Gender signs to be placed at appropriate locations
	3) All welfare facilities to be kept in a hygienic condition at all times
	4) Employees to be trained in good hygiene practices
	5) Toilets to be fitted with doors which can be locked from the inside
	6) Toilets to be sufficiently ventilated
	7) Contractors or contractors employees are not permitted to any other facilities except those provided by the contractor.
Public Safety & Signage	1) The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.
	2) Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement must be outlined in the OHSE Plan.
	3) The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks
	4) The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.

	5) Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public must also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.
	6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.
On Site Health and Safety Training & Induction	1) The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.
	2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite.
	3) All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.
General Record Keeping	The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	1) The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	1) The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:

	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of emergencies;
	d. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	1) The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	1) Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	1) The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
	2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	1) The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, Overalls. No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File .Procedure to be in place to deal with:
	a Lost or stolen PPE;
	b Worn out or damaged PPE replacement.
	c Employees not utilising PPE as required
	2) The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.



Permits	1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following:
	a Hot Work
	b Roof Work; and
	c Electrical work (both temporary and permanent)
	d Confined Space Entry
	2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.
	1) Vehicle movement routes on site must be clearly indicated where applicable.
	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	1) To comply with Asbestos Regulations as published in Government Notice No. R. 155 dated 10 February 2002.
	2) Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	2) The appropriate notices and signs must be allowed for and be erected as required
	3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.

	2) Records of inspections must be kept in a register on site
	3) All ladders found to be unsafe must be removed from site immediately and not be permitted back onto site until it has been certified as being safe by the Safety Officer or Construction Supervisor.
General Machinery	1) To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
	2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file
	3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools:
	a That a "Competent Person" undertakes routine inspections and records are kept on site.
	b That only authorized trained persons use the tools.
	c That safe working procedures apply.
	d That PPE is provided and used.
	4) All unsafe hand tools and portable electrical equipment found on site need to be removed from site with immediate effect, tagged as unsafe for use and only be permitted back on site after being certified as safe for use by the Safety Officer or the construction Supervisor.
High Voltage Electrical Equipment Installations and Equipment	1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
	2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	1) All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	1) In addition to CR 23 the following will apply. The Principal Contractor and Sub-Contractors shall not:
	a. Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.
	b. Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
	c. Permit workers to stand or sit on the edge of the transporting vehicle.
	d. Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers
	e. No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
	2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.
	3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.
	4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.
	5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice

	In the event that Earth Moving Machinery is present on site the following must be adhered to:
	a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.
	b Right of way must be afforded to earth moving machinery at all times.
	c Vehicles must only be permitted to park, where possible, in designated areas
Occupational Hygiene	1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
	2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents
	3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
Environmental Management	1) The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.
	2) The Principal Contractor must develop a waste management plan, implement and maintained it onsite
	3) Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff
	4) Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment
	5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
	6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.
	7) Plans to deal with spillages must be in place and maintained.
	8) No waste materials (liquid or solid) may be disposed of in drains.
	9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
Alcohol and other Drugs	1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor
	2) No person may be under the influence of alcohol or any other drugs while on the construction site.
	3) Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.
	4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
	5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

T2.21 CAPACITY OF BIDDER		
Project title:	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE	
Bid no:	ZNQ 001-2020/2021 HG	Project Code:

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

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

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

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets )

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:  
(Any other client's tender must also be included)

Bid No.	Project Name	Client Name & Contact No.	Value Tendered in R's	Date bid submitted	Contact Detail

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

## T2.22 - Functionality Criteria

The Threshold score, below which tenderers are eliminated from further consideration, should be 60%

### TENDER EVALUATION CRITERIA AND SCORING

The weighting for quality out of 100 sub-points is as follows:

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	EXPERIENCE AND REFERENCES	Any two similar completed projects in the last three years. The schedule must include the following details	30 Points	4	Sub-points	Institution where the work was done ( 2 points each)
				4	Sub-points	Short description of work ( 2 points each)
				4	Sub-points	Value for work ( 2 points each)
				2	Sub-points	Starting date ( 1 point each)
				2	Sub-points	Complete date (1 point each)
				4	Sub-points	Name and contact details of the project leader /owner/ client (2 points each)
				10	Sub-points	A testimonial of two of the above projects completed and signed by client ( 5 points each)
2.	FINANCIALS	Bank statement and credit reference letter	22 Points	14	Sub-points	Attach a 3 months stamped bank statement to reflect 10% of the quotation price, between 5% to 9.9% =7% points, 10%, and above =14)
				8	Sub-points	Signed letter of credit reference on a letterhead from suppliers and credit limits of at least 10% of the quotation price
3.	RESOURCES	Detailed schedule of key staff resources: Foreman/Site Manager8, Carpenter 8, Bricklayer 8, painter	32 Points	8	Sub-points	CV of the key staff ( 2 points each)
				8	Sub-points	2 reference on related projects (2 points each)
				8	Sub-points	2 projects of similar nature carried out by the above person, ( 2 points each)
				8	Sub-points	certified qualifications in Built environment ( 2 points )
4.	TECHNICAL	Submit detailed Program of works	16 Points	8	Sub-points	Activities as per BOQ (not more than 8 activities) 1 point each
				8	Sub-points	Duration of activity illustrated in weeks (not more than 8 weeks) 1 points each
TOTAL				100		

### TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points
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Price	The lowest responsive and responsible priced offer shall be allocated 90 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points

**PART A****INVITATION TO BID - SBD 1****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS**

<b>BID NUMBER:</b>	ZNQ 001-2020/2021 HG	<b>CLOSING DATE:</b>		<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

THE FOYER, DEPARTMENT OF PUBLIC WORKS: HARRY GWALA DISTRICT OFFICE, NO.2 MARGARET STREET, IXOPO

**SUPPLIER INFORMATION**

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

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

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

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Public Works	CONTACT PERSON	Ms. N. Mbatha
CONTACT PERSON		TELEPHONE NUMBER	039 - 688 9400
TELEPHONE NUMBER		FACSIMILE NUMBER	039 - 6825697
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:ngemthi.mbatha@kznpw.gov.za">ngemthi.mbatha@kznpw.gov.za</a>
E-MAIL ADDRESS			

PART B				
TERMS AND CONDITIONS FOR BIDDING - SBD 1				
<b>1. BID SUBMISSION:</b>				
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE				
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>				
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3. <a href="#">APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</a>				
2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.				
2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.				
2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.				

**C1.1: FORM OF OFFER AND ACCEPTANCE**

Quotation no: ZNQ 001-2020/2021 HG

**OFFER**

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

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

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

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

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

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

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

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

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's **The terms of the contract, are contained in:**

Part C1 Agreement and Contract Data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

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

## Schedule of Deviations

### Notes:

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

<b>1. Subject:</b>
<b>Details:</b>

<b>2. Subject:</b>
<b>Details:</b>

<b>3. Subject:</b>
<b>Details:</b>

<b>4. Subject:</b>
<b>Details:</b>

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

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



**C1.2 :CONTRACT DATA:****JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)****UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

Quotation no: ZNQ 001-2020/2021 HG

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

**CONTRACT VARIABLES****THE CONTRACT DATA**

The **Contract Data** contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category must be completed in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (CE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this **agreement**.

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

	<b>PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)</b>	
<b>1</b>	<b>CONTRACT DATA - EMPLOYER</b>	
<b>1.0</b>	<b>CONTRACTING AND OTHER PARTIES</b>	
<b>1.1</b>	<b>Employer:</b>	
[1.1]	Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)	
	Postal address:	
	Private Bag X9041	
	PIETERMARITZBURG	
	3201	
	Tel: 033 - 8971399	Fax: 033 - 8971300
[1.2]	Physical address:	
	191 Prince Alfred Street	
	PIETERMARITZBURG	
	3200	
<b>1.2</b>	<b>Principal Agent:</b>	
[6.1]	Ncediswa Cekiso	
	Postal address:	
	Harry District Office	
	Ixopo	
	3276	
	Tel: 039 834 0700	Fax: 039 834 0736
<b>1.3</b>	<b>Agent (1)</b>	
[6.1.9]	0	
	<b>Agent's service:</b>	
	0	
	Postal address:	
	0	
	0	
	0	
	Tel: 0	Fax: 0
<b>1.4</b>	<b>Agent (2)</b>	
[6.1.9]	0	
	<b>Agent's service:</b>	
	0	
	Postal address:	
	0	
	0	
	0	
	Tel: 0	Fax: 0
<b>1.6</b>	Interest of principal agent or other agents in the project	
	Details where "yes" N/A	

1.7	The <b>principal agent</b> [1.2] is responsible for the preparation of the <b>contract data</b> schedule and must be contacted should the <b>contractor</b> be uncertain of the information provided or to be provided. Failure to complete the <b>contract data</b> schedule in full may result in the tender/quote being disqualified.
-----	--

Quotation no: <b>ZNT1222 W</b>			
<b>2.0 CONTRACT AND SITE INFORMATION</b>			
2.1 [1.1]	The law applicable to this agreement:	<b>SOUTH AFRICA</b>	(Country or State)
2.2 [1.1]	Works identification: <b>Refer to document C3 – Scope of Work.</b>		
2.3 [1.1]	Site description: <b>Refer to document C4 – Site Information.</b>		
2.4 [5.1.3]	Possession of the site is to be given on:	<b>To be determined</b>	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:	<b>10</b>	(working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:	<b>Yes</b>	(Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.		<b>No</b> (Yes/No)
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;">N/A</div>			
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		<b>YES</b> (Yes/No)
2.11.1	Water	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.2	Electricity	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.3	Telecom	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge Option C Employer - metered (contractor cost)	<b>A</b> (A, or C)
2.11.4	Ablutions	Option A Contractor - his cost Option B <b>NOT APPLICABLE</b> Employer - free of charge	<b>A</b>
<b>3.0 INSURANCES AND SECURITIES</b>			
3.1 [3.4.1]	Public liability insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:	<b>CONTRACTOR</b>	[Employer/Contractor]
	For the sum of:	<b>Contract Sum plus 10%</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:	<b>N/A</b>	[Amount]
	With a deductible of:	<b>N/A</b>	[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:	<b>NO</b>	[Yes/No]
	For the sum of:	<b>N.A.</b>	[Amount]
3.4 [2.6]	The contractor shall waive his lien where a payment guarantee is provided:	<b>N.A.</b>	[Yes/No]
<b>4.0 PRACTICAL COMPLETION DATES AND PENALTIES</b>			
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	<b>To be determined</b>	[Date]
	Penalty per calendar day:	<b>0.04% of the Contract Sum per calendar day</b>	
	Contract Period	<b>4</b>	Calendar Months

5.0	<b>DOCUMENTS AND GENERAL</b>																		
5.1 [4.5]	Construction document copies to be supplied to the contractor free of charge:	3	[No of]																
5.2 [4.1]	The contractor shall provide the priced document: Complete Schedule of rates is to be submitted on the day of the Quotation closing date.	"A"	[Addendum No.]																
5.3 [1.8]	Changes made to JBCC standard documents:	Yes	[Yes/No]	"B" [Addendum No.]															
	Additions, deletions and alterations to the JBCC Minor Works Agreement: The following clauses is N/A to this contract: <table border="1"> <tr><td>Omit Clause 2.1 and 2.2; 2.4 to 2.7</td></tr> <tr><td>Omit Clause 3.4 and 3.5;</td></tr> <tr><td>Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6</td></tr> <tr><td>Omit Clauses 7.1.1</td></tr> <tr><td>Omit Clause 12.3.2;</td></tr> <tr><td>Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16</td></tr> <tr><td>Omit Clauses 14.9</td></tr> <tr><td>Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8</td></tr> <tr><td>Omit Clauses 16.1.1 and 16.4.7 and 16.4.8</td></tr> <tr><td>Omit Clauses 17.2.6 and 17.2.7</td></tr> <tr><td>In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."</td></tr> <tr><td>In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."</td></tr> <tr><td>In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."</td></tr> <tr><td>In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."</td></tr> <tr><td>See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.</td></tr> </table>				Omit Clause 2.1 and 2.2; 2.4 to 2.7	Omit Clause 3.4 and 3.5;	Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6	Omit Clauses 7.1.1	Omit Clause 12.3.2;	Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16	Omit Clauses 14.9	Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8	Omit Clauses 16.1.1 and 16.4.7 and 16.4.8	Omit Clauses 17.2.6 and 17.2.7	In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."	In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."	In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."	In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."	See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.
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5.4 [5.2.1]	Work to be undertaken by direct contractors:	No	[Yes/No]	N/A [Addendum No.]															
5.5 [5.1.7]	Interim payment certificate to be issued by:	25		[Date of Month]															
5.5 [1.1] [6.2.9]	Schedule of Price cost Amounts (if applicable). The amounts in this schedule <u>are</u> to be included in the quotation amount: <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1</td><td>N/A</td><td>N/A</td></tr> <tr><td>2</td><td>N/A</td><td>N/A</td></tr> <tr><td>3</td><td>N/A</td><td>N/A</td></tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																	
1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.6 [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are <u>not</u> to be included in the quotation amount. <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1</td><td>N/A</td><td>N/A</td></tr> <tr><td>2</td><td>N/A</td><td>N/A</td></tr> <tr><td>3</td><td>N/A</td><td>N/A</td></tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
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2	N/A	N/A																	
3	N/A	N/A																	
5.7 [8.1.1] [5.2.1]	Schedule of work by direct subcontractors. Note: This schedule is for information purposes only and are <u>not</u> to be included in the quotation amount. Description and estimated values: <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>1</td><td>N/A</td><td>N/A</td></tr> <tr><td>2</td><td>N/A</td><td>N/A</td></tr> <tr><td>3</td><td>N/A</td><td>N/A</td></tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
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1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.8 [3.2.3]	Direct contractor's total insurance cover: <b>Not Applicable</b>																		
5.9 [1.1]	Quotation submissions shall close at the time and on the date as stated in the T1.1 - Bid Notice and Invitation to Quote																		
6.0	<b>DECLARATION BY THE PRINCIPAL AGENT</b>																		
	I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Principal Agent</div> <div>Date</div> </div>																		
	Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)																		
1.0	<b>CONTRACT DATA - CONTRACTOR</b>																		
	<b>CONTRACTING PARTY</b>																		
	<b>Note:</b> All information for this section requires to be filled in by the contractor. The Project Leader/Employers Agent shall not pre-select or fill in any of the alternatives available to the contractor.																		

1.1 [1.1]	Contractor / Tenderer:	Postal address: _____ _____ _____ _____ _____ _____						
		Tel: _____ Fax: _____ _____						
		Code: _____						
		Tax / VAT Registration No: _____						
[1.2]		Physical address: _____ _____ _____ _____						
<b>2.0 SECURITIES</b>								
2.1 2.1.1 [2.2] 2.1.2 [2.3, 13.9] 2.1.3 [2.7]	The security provision selected is: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="width: 50px; text-align: center;">NO</td> <td style="width: 100px;">[Yes/No]</td> </tr> <tr> <td style="text-align: center;">YES</td> <td>[Yes/No]</td> </tr> <tr> <td colspan="2" style="text-align: center;">NO</td> </tr> </table>		NO	[Yes/No]	YES	[Yes/No]	NO	
NO	[Yes/No]							
YES	[Yes/No]							
NO								
	Variable Construction Guarantee: _____ Retention: _____ Advanced Payment is required. Where "Yes": _____ [Amount]							
	<i>Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.</i>							
<b>3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES</b>								
3.1 [14.3]	<b>Payment of Preliminaries</b> The payment of preliminaries related to minor works shall be according to Option A only:							
3.1.1	<b>Option A</b> Assessed by the <b>principal agent</b> as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the <b>contract sum</b> excluding: <ul style="list-style-type: none"> <li>• The amount for preliminaries</li> <li>• Any contingencies</li> </ul> All inclusive of tax							
3.1.2	<b>Option B (Not Applicable)</b>							
3.2	<b>Adjustment of Preliminaries</b> The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the <b>contractor</b> for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries. Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the <b>contractor</b> in the execution of the <b>works</b> . The adjustment of preliminaries shall be based on the option as selected in the <b>contractor's</b> quote. For the adjustment of the preliminaries both the contract sum and the contract value shall exclude: <ul style="list-style-type: none"> <li>• The amount of preliminaries</li> <li>• Any contingency sum</li> </ul> All inclusive of tax							
3.2.1	<b>Option A</b> The amount of preliminaries shall be adjusted in the following categories: <ul style="list-style-type: none"> <li>• An amount which shall not be varied</li> <li>• An amount which shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>• An amount which shall be varied in proportion to the <b>construction period</b> as compared to the initial construction period excluding revisions to the <b>construction period</b> for which the <b>contractor</b> is not entitled to adjustment of the <b>contract value</b> in terms of the <b>agreement</b></li> </ul> The contractor shall, within fifteen (15) working days of taking possession of the site, give the <b>principal agent</b> a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the <b>principal agent</b> . Should the <b>contractor</b> fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions: <ul style="list-style-type: none"> <li>• 10% (ten per cent) which amount shall not be varied</li> <li>• 15% (fifteen per cent) which amount shall be varied in proportion to the <b>contract value</b> as compared with the <b>contract sum</b></li> <li>• 75% (seventy-five per cent) which amount shall be varied in proportion to the <b>construction period</b> as compared with the initial <b>construction period</b></li> </ul> For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of tax.							
3.3	<b>Payment certificate cash flow</b> The contractor shall provide all reasonable assistance to the <b>principal agent</b> in the preparation of cash flow projections of claims for payment certificates where required by the <b>employer</b> . The projections shall be based on the <b>programme</b> and shall be updated as and when the <b>programme</b> requires updating. The cooperation of the <b>contractor</b> in terms of this item shall not prejudice his right to receive payment in terms of the <b>agreement</b> .							

3.4 [6.1.4]	Meetings at which <b>contract minutes</b> are recorded shall be held:	<b>MONTHLY</b>	<i>[State Period]</i>																																
3.5 [13.3]	Valuations date for payments shall be on:	<b>18</b>	<i>Of the month</i>																																
<b>4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</b>																																			
4.1 [1.6]	Changes (if any) in terms of the Employer's Contract Data are accepted : <span style="float: right; border: 1px solid black; padding: 2px;"><b>YES</b></span> <span style="float: right;"><i>[Yes/No]</i></span> <i>Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.</i> 1. See paragraph 5.3 above for clauses that are not applicable to this contract. 2. _____ 3. _____ 4. _____ _____ _____																																		
<b>5.0 THE QUOTE</b>																																			
5.1 [1.1]	The accepted <b>contract sum</b> inclusive of <b>Value Added Tax</b> is: <span style="float: right; border: 1px solid black; padding: 2px;">R</span>  <i>Amount in words:</i> _____ _____ _____ _____																																		
<b>6.0 SIGNATURES OF THE CONTRACTING PARTIES</b>																																			
[20.0]	We the <b>Employer</b> and <b>Contractor</b> accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the <b>works</b> . This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.  Thus done and signed at ..... on ..... of ..... 200....  <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: 1px solid black; height: 30px;"></td> <td style="width:33%; border: 1px solid black; height: 30px;"></td> <td style="width:33%; border: 1px solid black; height: 30px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the <b>Employer</b> who by signature hereof warrants authorisation hereto</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">as Witness (1)</td> <td style="width:50%;">as Witness (2)</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Address: _____</td> <td>Address: _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table> Thus done and signed at ..... on ..... of ..... 200....  <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: 1px solid black; height: 30px;"></td> <td style="width:33%; border: 1px solid black; height: 30px;"></td> <td style="width:33%; border: 1px solid black; height: 30px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%;">as Witness (1)</td> <td style="width:50%;">as Witness (2)</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Address: _____</td> <td>Address: _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>						Name of signatory	Capacity of signatory	for and behalf of the <b>Employer</b> who by signature hereof warrants authorisation hereto	as Witness (1)	as Witness (2)	Name: _____	Name: _____	Address: _____	Address: _____	_____	_____	_____	_____				Name of signatory	Capacity of signatory	for and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto	as Witness (1)	as Witness (2)	Name: _____	Name: _____	Address: _____	Address: _____	_____	_____	_____	_____
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Address: _____	Address: _____																																		
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**PART C2: PRICING DATA**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**C2.1 Pricing Instructions**

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

## PART C2.2: PRICING SCHEDULE

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

Rate shall mean inclusive of material, labour, equipment cost, and where appropriate for installation and commissioning.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	PRICE
1	Allow amount for Health and Safety requirements, compilation and submission of safety plan for and including approval, safety audits, inspections, etc., in accordance with Annexures 1 (OHSE Specification) and 2 (OHSE Bill of Quantities) Note: Failure to comply with the Health and Safety Act and Regulations including the approved Safety Plan will result in non-payment for such items despite being priced for in the BOQs.	Sum	1		
2	<b>EPWP requirements</b>	item	1	300	R 300,00
	<b>FENCING 1,8m high (perimeter)</b>	note			
3	Remove existing weldmesh fence, remove all fence poles, clear fenceline of all vegetation 1,5 meter wide. The removal of existing fence and replace with new with should be done in sections not exceeding 100mm at a time. The site must be secured at all times, the existing fence must be removed from the existing position and temporary placed 2 meters inside the boundary, secured with temporary iron / wooden poles spaced at every 5 meters, to allow the work to continue on the new fence and at the same time ensure the clinic security is not comprised at any stage	M	301		
	<b>Galvanised mild steel Weldmeshed fencing comprising 2,5mm diameter wires in 50 x 50mm rectangular pattern on concrete posts (elsewhere measured):</b>				
4	Security fencing 1,8 high formed of 50 x 50 x 2,5mm weldmesh galvanised type A wire mesh including five 3,15mm straining wires	M	301		
	<b>Barbed and razor wire:</b>				
5	600mm Diameter fully galvanised steel flatwrap razor tape fixed to three stands of 3,15mm galvanised straining wire.	M	903		
	<b>Pre-stressed concrete 25 Mpa posts and stays size 75 x 75mm with 4mm high tensile steel reinforcing rods:</b>				
6	Intermediate post 3m long with bottom end cast into concrete base (elsewhere measured)	No	101		
	<b>Pre-stressed concrete 25 Mpa posts size 100 x 100mm with 450mm vee overhang at 45° and four 5mm high tensile reinforcing rods:</b>				
7	Gate, corner, or straining posts 3m high with bottom ends cast into concrete base (elsewhere measured)	No	6		
	<b>The following in 15 Mpa / 20mm concrete in base:</b>				



8	Unreinforced concrete fence post based size 450 x 450 500mm deep, including all necessary excavation, formwork, etc.	No	113		
	<b>Ground beams</b>				
9	Unreinforced concrete continuous beam size 100mm wide 150mm high projecting 50mm above ground level with fence cast 50mm deep into beam, including all necessary excavation, formwork, wood float finish, etc.	M	301		
	<b>Gates:</b>				
10	Double gate overall size 4500 x 1800mm high with locking device, each leaf formed of 50mm diameter x 2,8mm wall thickness hot dipped galvanised mild steel tubing in frame consisting of top, bottom, one diagonal rail with gate holed for and provided with two 3,15mm galvanised steel draw wire strands tightly drawn and fixed to frame, covered with 50 x 50 x 2,5mm welded mesh wire tied with 2,5mm binding wire strands of draw wire and gate fitted with two 12mm diameter eyebolt type adjustable hinges and one 12mm barrel bolt and keep cast into concrete	No	2		
11	76mm Diameter galvanised steel gate post 3m high including two gate hinge lugs and setting up to receive gates with unreinforced concrete post base size 450 x 450 x 500mm deep	No	4		
12	Single gate overall size 4500 x 1800mm high with locking device, each leaf formed of 50mm diameter x 2,8mm wall thickness hot dipped galvanised mild steel tubing in frame consisting of top, bottom, one diagonal rail with gate holed for and provided with two 3,15mm galvanised steel draw wire strands tightly drawn and fixed to frame, covered with 50 x 50 x 2,5mm welded mesh wire tied with 2,5mm binding wire strands of draw wire and gate fitted with two 12mm diameter eyebolt type adjustable hinges and one padlock	No	1		
13	76mm Diameter galvanised steel gate post 3m high including two gate hinge lugs and setting up to receive gates with unreinforced concrete post base size 450 x 450 x 500mm deep.	M	2		
A	<b>Contractors are advised to visit the site and to check all measurements and dimensions prior to tendering</b>				
B	<b>The Contractor is to ensure that all safety requirements in terms of the OHS / SHE Act are adhered to at all times during the entire operation on site</b>				
C	<b>All work to be done to the entire satisfaction of the officer in charge. On completion of this service the site must be cleared of rubble and debris and left in a clean acceptable state</b>				
<b>TOTAL OF WORK</b>					
<b>VAT (15%)</b>					
<b>GRAND TOTAL (Transfer to C1.1)</b>					

**PART C3.1: SCOPE OF WORKS**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**C3.1 - SCOPE OF WORKS****1. DESCRIPTION OF THE WORKS**

Replace existing clinic boundary fence

**2. EXTENT OF THE WORKS**

Replace existing clinic boundary fence

**3. LOCATION OF THE WORKS**

Umzimkhulu: Department of Health: Gownlee Clinic

**4. CERTIFICATION BY RECOGNIZED BODIES**

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

**5. SERVICES TO BE PROVIDED**

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

**6. UNAUTHORISED PERSONS**State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer  
The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.**7. ELECTRONIC PAYMENTS**

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

**8. DAILY RECORDS**

Add the requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

**9. PAYMENT CERTIFICATES**State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer.  
Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.**10. PERMITS**

State requirements for Contractor's staff to have security \ entrance permits and the like.

**11. PROOF OF COMPLIANCE WITH THE LAW**

State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

## C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

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

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

### 2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

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

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

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

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

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

## **5 Requirements**

### **5.1 General requirement**

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counseling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

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

### **5.2 HIV awareness programme**

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

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

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

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

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

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

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

### **5,3 Reporting**

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

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

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

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

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### **5.2 HIV awareness programme**

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

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**PART C4.1: SITE INFORMATION**

<b>Project title:</b>	<b>UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE</b>		
<b>Quotation no:</b>	<b>ZNQ 001-2020/2021 HG</b>	<b>Project Code:</b>	

**C4.1 - Site Information**

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

**GENERAL**

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.
  
- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

**C4.2 - Geotechnical Investigation Report**

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

Project Code:

**(Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings / annexures below.)**

### DESCRIPTION

[illegible]

Occupational Health and Safety Specification
Model Preambles for Trades 2008
Map of submission locations
General Electrical Specifications
Lightning Protection Specifications
Joint Venture Agreement
Health and Safety Bill of Quantities
Additional Specification - EPWP Beneficiary
EPWP Employment Contract
Occupational Health and Safety Specification
EPWP Data Collection tool for Phase 3 system
Geotechnical Investigation Report (If applicable)



Annexure 5  
**Joint Venture Agreement**  
(March 2004)  
(First Edition of CIDB document 1017)

## 1. PREAMBLE

**This agreement is made and entered into by and between**

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

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

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

(name of Employer)

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

for (brief description of Contract)

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC BOUNDARY FENCE**

Now it is hereby agreed as follows :

## 2. DEFINITIONS AND INTERPRETATION

## 2.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.2 Interpretation

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

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

## 2.3 Headings

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

## 2.4 Law

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

## 2.5 Language

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

## 2.6 Conflict between Agreement and Contract

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

# 3. **JOINT VENTURE GENERAL**

## 3.1 Establishment and Purpose

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

## 3.2 Termination

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

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

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

## 3.3 Exclusivity

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

## 3.4 Participation of Members

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

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

## 3.5 Management

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

**3.6 Confidentiality**

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

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

**3.7 Assignment**

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

**3.8 Subcontracting**

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

**3.9 Variations to Agreement**

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

**3.10 Liability**

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

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

**4. MANAGEMENT OF JOINT VENTURE****4.1 General**

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

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

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

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

**4.2 Management Committee****4.2.1 Composition**

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

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

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

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

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

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

#### 4.2.2 *Meetings*

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

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

#### 4.2.3 *Decisions*

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

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

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

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

#### 4.2.4 *Powers and duties*

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

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

## 5 **RESOURCES OF JOINT VENTURE**

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

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

**5.1 Schedule 'A' (General)**

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

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

**5.2 Schedule 'B' (Financial)**

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

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

**5.3 Schedule 'C' (Contributions by Members)**

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

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

**6. BREACH OF AGREEMENT**

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

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

**7. INSOLVENCY OF MEMBER**

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

**8. DISPUTES****8.1 Settlement**

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

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

**8.2 Mediation**

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

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

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

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

**8.3 Arbitration**

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

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

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

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

**9. DOMICILIUM**

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

**Member No. 1**

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

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

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

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

**Member No. 2**

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

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



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

\_\_\_\_\_

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

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

Member No. 3

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

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

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

\_\_\_\_\_

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

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

[Allow for additional parties as necessary].

## Annexure 6

**Occupational Health and Safety Specification**

(OHSE SPEC)

**public works****Department:  
Public Works  
PROVINCE OF KWAZULU-NATAL**

Project Name:

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC:  
REPLACE EXISTING CLINIC BOUNDARY FENCE**

Project Code:

Agent Name:

Region:

District:

Ward no.:

**Ncediswa Cekiso****Southern****HARRY GWALA**

## 1. Introduction

The *KwaZulu Natal Department of Public Works* is deemed as the “**Client**” in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 under CR(5)(1) stipulates that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (which hereinafter will be referred to as OHSE Spec) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his/her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1)(g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that “*Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.*” this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

## 2. Definitions

*For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.*

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

“**Agent (Pr.CHSA)**” means a competent person who acts as a representative for a Client in terms of regulation (5)5.

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

“**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 for 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 that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

**"Construction Manager (Site Agent)"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**"Construction Site"** means a work place where construction work is being performed;

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

**"Construction Vehicle"** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

**"Construction work"** means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**"Construction Work Permit"** means a document issued in terms of regulation 3 of the Construction Regulations 2014;

**"Contractor"** means an employer who performs construction work;

**"Demolition Work"** means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

**"Fall Protection Plan"** means a documented plan, which includes and provides for-

- (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) The procedures and methods to be applied in order to eliminate the risk of falling; and

(c) A rescue plan and procedures;

**"Health and Safety File"** means a file, or other record containing the information in writing required by these Regulations;

**"Health and Safety Plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

**"Health and Safety Specification"** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

**"Medical Certificate of Fitness"** means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

**"Principal Contractor"** means an employer appointed by the client to perform construction work;

**"Safety Officer"** – a person deemed competent by SACPCMP under the relevant category of registration.

**"Professional Engineer or Professional Certificated Engineer"** means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

### **3. Scope of Application**

This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer need to address in his/her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.

This Specification also makes provision for the protection of persons other than employees. This OHSE Spec is exclusively applicable to the following project pending any change of scope which may necessitate changes to the OHSE Specification;

**UMZIMKHULU: DEPARTMENT OF HEALTH: GOWNLEE CLINIC: REPLACE EXISTING CLINIC  
BOUNDARY FENCE**

This OHSE Specification further seeks to achieve the following;

- (a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project.
- (b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. *See T2.16 of returnable schedules*
- (c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. *See T2.5 of returnable schedules*
- (d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professions appointed and that the OHSE Specification is incorporated into the tender documents. *See T2.17 of returnable schedules*

#### **4. Contractual Issues**

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE 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 and/or any other applicable legislative requirements imposed on the Contractor.

## **5. Administrative Requirements**

### **(a) Application for a Construction Work Permit Number ( Exempted until 7 August 2015)**

Should the submitted tender meet the following criteria then the tenderers must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans. The criterion is as follows;

- (i) *Construction work will exceed 10 days*
- (ii) *Will involve more than 50 person days of construction work; or*
- (iii) *The works contract is for a CIDB grading level 1SQ*

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

### **(b) Notification of Construction Work**

If the submitted tender does not meet any of the criteria as stipulated under paragraph 5(a) then the successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using **Annexure "2" of the Occupational Health and Safety Act, 1993 (Regulation 4 of the Construction Regulations, 2014 - free online at [www.gpwonline.co.za](http://www.gpwonline.co.za))**, if the **intended construction works will include:**

- a) excavation works
- b) working at heights where there is risk of falling
- c) demolition of structures; or
- d) the use of explosives to perform construction work

A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work.

## 6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

- (i) *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week*
- (ii) *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
- (iii) *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. **Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.**



Annexure 7						
<b>HEALTH AND SAFETY IMPLEMENTATION COSTING</b>						
Contractor to give a breakdown of his Health and Safety costs on this sheet.						
This is not an exhaustive list. Any additional items must be included.						
ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.	A			
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
1.7	Exit medicals	Nr.				
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Overalls (Blue)	Nr.	A			
2.2	Specialized overalls (asbestos, chemicals etc)	Nr.	#REF!			
2.3	Hard hats and safety glasses	Nr.	A			
2.4	Safety boots/shoes	Nr.	A			
2.5	Gloves	Pair.	A			
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.	#REF!			
2.7	Life jackets	Nr.	#REF!			
2.8	Reflector Bibs	Nr.	#REF!			
2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.	#REF!			
2.10	Orange Star Netting - 1.2m High	m	#REF!			
2.11	Orange Plastic road cones	Nr.	#REF!			
2.12	Plastic Reinforce Caps(Rebar)	Nr.	#REF!			
2.13	Dust masks	Nr.	A			
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Training	Nr.				
3.3	Surveys	Nr.				
3.4	Other - Drip trays	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Manager (50%)	Nr.				
4.2	Safety Officer	Nr.				
4.3	Full time Safety Representatives if required	Nr.				
4.4	Fire Watchers	Nr.				
4.5	First aiders	Nr.				
4.6	External auditors costs	Nr.				
4.7	Occupational hygienist	N/A				
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
4.9	Safety Administrator	Nr.				
	<b>TOTAL</b>					

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before printing.

<b>5</b>	<b>FACILITIES</b>					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Decreasing & Toilet soap	Nr.				
	<b>TOTAL</b>					
<b>6</b>	<b>FALL PREVENTION / PROTECTION</b>					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Lanyard extenders	Nr.				
6.3	Scaffold hooks	Nr.				
6.4	Lifelines and vertical fall arrest systems	Nr.				
6.5	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.6	Temporary hand railing material and kick flats	Nr.				
6.7	Inspection for approval of equipment (AIA)	Nr.				
6.8	Chin Straps/Toolbags/Wrist straps	Nr.				
6.9	Other	Item				
	<b>TOTAL</b>					
<b>7</b>	<b>VEHICLE / MOBILE EQUIPMENT UPGRADE FOR USE ON SITE</b>					
7.1	Raised lights	N/A				
7.2	Rotating orange light	N/A				
7.3	Flag as per procedure	N/A				
7.4	Fire extinguisher - 4.5Kg	Nr.				
7.5	First aid box	Nr.				
7.6	Reflector tape	m				
7.7	Danger Tape	Rolls	A			
7.8	Signage	Nr.	A			
7.9	Roll over & fall over protectionYOU	N/A				
7.10	Safety belts for all passengers (LDV)	N/A				
7.11	Wheel Chockes	N/A				
	<b>TOTAL</b>					
<b>8</b>	<b>LIFTING MACHINERY AND EQUIPMENT</b>					
8.1	Annual inspections and load testing as per legal requirement	Nr.				
8.2	Certification of all lifting gear during the course of the project	Nr.				
8.3	Third party inspections	Nr.				
8.4	Inspection for approval of equipment (AIA)	Nr.				
8.5	Slings	Nr.				
8.6	Chains	Nr.				
8.7	Hooks	Nr.				
	<b>TOTAL</b>					

<b>9</b>	<b>INSURANCES</b>					
9.1	COVID cover for the project	Nr.	A			
9.2	Liability insurances	Nr.	A			
	<b>TOTAL</b>					
<b>10</b>	<b>FIRST AID</b>					
10.1	First aid boxes	Nr.	A			
10.2	Rescue equipment and stretchers	Nr.				
10.3	Replenishment of boxes and other supplies	Nr.				
10.4	Hazchem Spill kits	Nr.				
	<b>TOTAL</b>					
<b>11</b>	<b>TRAINING</b>					
11.1	SHE Representative	Nr.				
11.2	Supervisor A2 (No cost)	Nr.				
11.3	Management/Safety Officer A3 (No cost)	Nr.				
11.4	First Aid Level 1	Nr.	A			
11.5	Fire Fighting	Nr.	#REF!			
11.6	Legal Liability	Nr.	#REF!			
11.7	HIRAC	Nr.	#REF!			
11.8	Incident Investigation (R-CAT)	Nr.	#REF!			
11.9	Scaffolding Inspector	Nr.	#REF!			
11.10	Scaffolding Erector	Nr.	A			
11.11	Basic Working at Heights	Nr.	#REF!			
11.12	Rescue at Hights	Nr.	#REF!			
	<b>TOTAL</b>					
<b>12</b>	<b>SIGNAGE</b>					
12.1	All signage as required by law: regulatory, warning and information	Nr.	A			
12.2	Posters for awareness	Nr.	A			
12.3	Admin	Item	#REF!			
	<b>TOTAL</b>					
<b>13</b>	<b>ELECTRICAL</b>					
13.1	Locks required for lockouts	Nr.	#REF!			
13.2	Tags	Nr.	#REF!			
13.3	Permit books	Nr.	#REF!			
13.4	Calipers	Nr.	#REF!			
13.5	Key safes	Nr.	#REF!			
	<b>TOTAL</b>					
<b>14</b>	<b>PLANT &amp; SCAFFOLDING</b>					
14.1	Telescopic Hoist	month	#REF!			
14.2	TH - Driver	month	#REF!			
14.3	Scaffolding	month	A			
14.4	None	Nr.	A			
14.5	None	Nr.				
	<b>TOTAL</b>					
<b>GRAND TOTAL TO BE CARRIED TO OHS PROVISION IN QUOTE SCHEDULE</b>						