



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
HEALTH**

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	HEDP010/20/21	CLOSING DATE:	06 NOVEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	INSTALLATION OF PREFABRICATED STRUCTURES TO TSHILIDZINI HOSPITAL FACILITIES INCLUDING EXTERNAL SITE WORKS AND SERVICES IN TERMS OF JBCC CONTRACT IN THE LIMPOPO DEPARTMENT OF HEALTH:ONCE OFF PURCHASE CONTRACT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Motene NM / Ms. Simango T.O		CONTACT PERSON	Mr. Ramulai J / Mr Dhlamini T	
TELEPHONE NUMBER	(015) 293 6350 / 015 293 6352		TELEPHONE NUMBER	(015) 293 6422 / (015) 293 6125	
FACSIMILE NUMBER	(015) 293 6211		FACSIMILE NUMBER	(015) 293 6211	
E-MAIL ADDRESS	Tintswalo.simango@dhsd.limpopo.gov.za ntlama.maphahlele@dhsd.limpopo.gov.za		E-MAIL ADDRESS	timothy.dlhamini@dhsd.limpopo.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE – FIRM PRICES (SERVICES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number.....

Closing Time 11:00

Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Delivery period after receipt of an official order:
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, 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 authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the 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 bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 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 numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" 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 YES /NO
presently employed by the state?

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.1 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

2.7.1.1 If yes, did you attach 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.

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

.....
.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

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

2.10.1 If so, furnish particulars.

.....
.....
.....

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

2.11.1 If so, furnish particulars:

.....
.....
.....

3. Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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 bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**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 or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

80/20 or **90/10**

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

P_{min} = Price of lowest acceptable bid

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

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

Page 9 of 89

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “**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.

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

.....

(b) Practice number:

.....

(c) Telephone and cell number:

.....

(d) Email address:

.....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete

Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of

incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE:

WITNESS No. 1 _____

DATE:

WITNESS No. 2 _____

DATE:

Annex C

SATS 1286.2011

Local Content Declaration - Summary Schedule

- (C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded
from all calculations

Pula EU GBP

			Calculation of local content					Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R		
								(C21) Total Exempt imported content	R		
								(C22) Total Tender value net of exempt imported content	R		
								(C23) Total Imported content	R		
								(C24) Total local content	R		
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Dhs

Note: VAT to be excluded from all calculations

EU	R 9.00	GBP	R 12.00
----	--------	-----	---------

[illegible]

(D19) Total exempt imported value

Summary

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

**This total must correspond with
Annex C - C 21**

[illegible]

(D32) Total imported value by tenderer

Summary

[illegible][illegible]

(D45) Total imported value by 3rd party

Summary

Summary	
Quantity imported	Total imported value
(D43)	(D44)

[illegible]

Calculation of foreign currency payments

Summary of payments

Local value of payments

(DS1)

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date: _____

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annex A and B.

The guideline consists of two parts namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration - Summary Schedule” (see Annex C)
 - Declaration D: “Imported Content Declaration - Supporting Schedule to Annex C” (see Annex D)
 - Declaration E: “Local Content Declaration - Supporting Schedule to Annex C” (see Annex E)

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must first complete Declaration D. After completing Declaration D, the tenderer completes Declaration E and then consolidate the information on Declaration C.

Annex C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful then the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annex A is a note to the purchaser in SATS 1286:2011;

Annex B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product, is the tender price less the value of imported content, expressed as a percentage.

It is therefore necessary to first compute the imported value of a product in order to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is divided into two categories namely:

- products imported directly by the tenderer and
- products imported by a third party and supplied to the Tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. *Imported directly by the Tenderer:*

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertains to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender, must be included when calculating imported content.

2.3.1.2. *Imported by a third party and supplied to the Tenderer:*

When the tenderer supplies components/material/services that are imported by any third party (for example: a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to also continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender, must be included when calculating imported content.

2.3.1.3. *Exempt Imported Content*

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annex D.

2.3.2. **Local Content**

Identify and calculate the local content, by value for products by components/materials/service's to be used in the manufacture of the total quantity of the products.

3. **ANNEX C**

3.1. **Guidelines for completing Annex C: Local Content Declaration – Summary Schedule**

Note: The paragraph numbers correspond to the numbers in Annex C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80 %), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

- C11. Exempted imported content**
Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annex D.
- C12. Tender value net of exempted imported content**
Provide the net tender value of the item, if applicable, by deducting the Exempted imported content (C11) from the Tender price (C10).
- C13. Imported value**
Provide the ZAR value of the items' imported content.
- C14. Local value**
Provide the Local value of the item by deducting the Imported value (C13) from the net tender value (C12).
- C15. Local content percentage (per item)**
Provide the Local content percentage of the item(s) by dividing the Local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

- C16. Tender quantity**
Provide the tender quantity for each item number as per the tender specification.
- C17. Total tender value**
Provide the Total tender value by multiplying the Tender quantity (C16) by the Tender price (C10).
- C18. Total exempted imported content**
Provide the Total exempted imported content by multiplying the Tender quantity (C16) by the Exempted imported content (C11). These values must correspond with the values of column D18 on Annex D.
- C19. Total imported content**
Provide the Total imported content of each item by multiplying the Tender quantity (C16) by the Imported value (C13).
- C20. Total tender value**
Total tender value is the sum of the values in column C17.
- C21. Total exempted imported content**
Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annex D.
- C22. Total tender value net of exempted imported content**
The Total tender value net of exempt imported content is the Total tender value (C20) less the Total exempted imported content (C21).
- C23. Total imported content**
Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annex D.
- C24. Total local content**
Total local content is the Total Tender value net of exempted imported content (C22) less the Total imported content (C23). This value must correspond with the value of E13 on Annex E.
- C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing Total local content (C24) by the Total tender value net of exempted imported content (C22).

4. ANNEX D

4.1. Guidelines for completing Annex D: “Imported Content Declaration – Supporting Schedule to Annex C”

Note: The paragraph numbers correspond to the numbers in Annex D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name (s) of the overseas supplier (s) supplying the exempted imported products.

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation..

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annex C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the Total landed cost (excl. VAT) (D16) by the Tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annex C.

D19. Total exempted imported value

The Total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annex C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name (s) of the overseas supplier (s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity:

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the Total landed cost (excl. VAT) (D29) by the Tender quantity (D30).

D32. Total imported value by tenderer

The Total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the Total landed cost (D42) by the Quantity imported (D43).

D45. Total imported value by third party

The Total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, Annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the Foreign currency value paid (D49) by the Tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The Total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The Total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annex C.

5. ANNEXURE E

5.1. Guidelines to completing Annex E: “Local Content Declaration-Supporting Schedule to Annex C”

The paragraph numbers correspond to the numbers in Annex E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses/Canned vegetables)

E4. Tender authority

Supply the name of the tender authority

E5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (Goods, Services and Works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals).

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The Total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annex C.

ISBN 978-0-626-26620-2

SATS 1286:2011

Edition 1

SABS STANDARDS DIVISION

Technical specification

Local goods, services and works — Measurement and verification of local content

This document does not have the status of a South African National Standard.

Published by SABS Standards Division
1 Dr Lategan Road Groenkloof ☒ Private Bag X191 Pretoria 0001
Tel: +27 12 428 7911 Fax: +27 12 344 1568
www.sabs.co.za
© SABS

SABS

SATS 1286:2011

Edition 1

Table of changes

Change No.	Date	Scope

Foreword

This South African technical specification was approved by National Committee SABS TC 180, *Conformity assessment (CASCO)*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This SATS was published in November 2011.

This document is being issued as a South African technical specification because there is a need for clarity and the ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account.

This document will in future be revised and issued as a national standard.

Reference is made in 1.1 and 2.6 to the "relevant national legislation". In South Africa, this means the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Reference is made in the note to 2.10 to a "national accreditation body". In South Africa, this means the South African National Accreditation System (SANAS).

Reference is made in 5.1(a) to an "accredited verification body". In South Africa, this means a body accredited by the South African National Accreditation System (SANAS).

Reference is made in 5.1(b) to an "independent registered auditor". In South Africa, this means a registered auditor approved by the Independent Regulatory Board for Auditors (IRBA) in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005).

Annexes A and B form an integral part of this document.

Introduction

Preferential procurement policies and their associated regulations, such as local content requirements, are mechanisms used by the government and organs of state in the adjudication of tenders, to give consideration to procuring locally manufactured products that comply with specified requirements. Governments may identify specific industries which are deemed to be of critical importance to the economic sustainability and industrial development of their country.

In order to calculate and verify local content, a standardized approach is essential, and this document specifies the approach used in South Africa.

Contents

	Page
Foreword	
Introduction	
1 Scope.....	3
2 Definitions	3
3 Local content measurement.....	4
4 Declaration.....	5
5 Verification.....	5
Annex A (normative) Notes to purchasers.....	6
Annex B (normative) Local content declaration.....	7
Bibliography.....	8

SATS 1286:2011
Edition 1

This page is intentionally left blank

Local goods, services and works — Measurement and verification of local content

1 Scope

1.1 This technical specification specifies requirements and procedures to define, measure, declare and verify the local content of goods, services and works when required for procurement and other purposes, in terms of the relevant national legislation (see foreword):

NOTE The product should contain no less than the level of local content as determined by the relevant national legislation (see foreword) and other procurement requirements.

1.2 This technical specification does not specify the required safety, quality or other properties of the product.

The responsibility to include the above requirements rests with the procurement authority.

2 Definitions

For the purposes of this document, the following definitions apply.

2.1

component

elementary part (element or portion) of a product

2.2

imported content

that portion of the tender price represented by

a) the cost of imported components, and

b) the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers' subcontractors or any other third party) the costs of which are inclusive of the costs abroad,

plus freight and other direct importation costs, such as landing cost, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax (VAT)

2.3

local content

that portion of the tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local content formula (see 3.1)

SATS 1286:2011

Edition 1

2.4

manufacture

any kind of working or processing, including assembly or specific operations

2.5

material

ingredient, raw material, component or part used in the manufacture of a product

2.6

products

produced goods, services or works, or manufactured goods as defined in the relevant national legislation (see foreword)

2.7

tender price

price offered by the tenderer, excluding value added tax (VAT)

2.8

tenderer

person or organization that submits a tender offer

[ISO 10845-1:2010]

2.9

verification

confirmation through the provision of objective evidence that the specified requirements have been fulfilled.

2.10

verification body

body that provides assurance of the claims of local content made by the supplier

NOTE In order to provide assurance as to the competence of the verification body, the user may require that the verification body be accredited to perform these functions by a national accreditation body (see foreword).

3 Local content measurement

3.1 Calculation of local content

The local content percentage of the product shall be as specified (see annex A). The local content, *LC*, expressed as a percentage of the tender price, shall be calculated as follows:

$$LC = (1 - x/y) * 100$$

where

x is the imported content (see 2.2), in Rand (ZAR);

y is the tender price (see 2.7), in Rand (ZAR).

Prices referred to in the determination of *x* shall all be converted to Rand (ZAR) by using the exchange rate as specified (see annex A).

3.2 Documentation required for the calculation of local content

3.2.1 Documentation used for the purposes of measuring local content shall include, but is not limited to, details of all imported components, parts or materials indicating origin, manufacturer, freight cost and other direct importation costs, such as landing cost, dock duties, and import duty and sales duty, i.e. landed cost.

3.2.2 Documentary proof used for calculating x in the measurement of local content and proof of the tender price y shall be kept accessible for a period of no less than five years.

3.2.3 The tenderer shall be responsible for the accuracy of the information, including the imported content in the supply chain.

3.2.4 If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.

3.3 Control of documents and records by the tenderer

Documents and records to provide evidence of compliance with the requirements of this technical specification shall be controlled.

A documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records shall be established.

Records shall remain legible, readily identifiable and retrievable.

4 Declaration

The tenderer shall attach the declaration in annex B signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual) to the purchaser stating the local content percentage of the product, calculated in accordance with 3.1, and confirming the final tender price.

5 Verification

5.1 The procurement authority may require that the measurement of local content be verified. The verification shall be conducted by:

- a) an accredited verification body (see foreword); or
- b) an independent registered auditor (see foreword).

5.2 Those conducting the verification shall have defined and documented procedures for the verification activities.

Annex A
(normative)

Notes to purchasers

In addition to data clearly describing the product ordered, the following requirements shall be specified in tender invitations and in each order or contract:

- a) the local content percentage requirements (see 3.1), and
- b) the exchange rate requirements (see 3.1).

Annex B
(normative)

Local content declaration

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER No.
ISSUED BY: (Procurement Authority):

NB The obligation to complete and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of tendering entity),
the following:

- (a) The facts herein contained are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286 and the following figures:

	Rand (ZAR)
Tender price, excluding VAT	
Less imported content, as calculated in terms of SATS 1286	
Local content	
Local content %	

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the procurement authority imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SATS 1286:2011
Edition 1

Bibliography

ISO 10845:2010, *Construction procurement – Part 1: Processes, methods and procedures.*

© SABS

SABS – Standards Division

The objective of the SABS Standards Division is to develop, promote and maintain South African National Standards. This objective is incorporated in the Standards Act, 2008 (Act No. 8 of 2008).

Amendments and Revisions

South African National Standards are updated by amendment or revision. Users of South African National Standards should ensure that they possess the latest amendments or editions.

The SABS continuously strives to improve the quality of its products and services and would therefore be grateful if anyone finding an inaccuracy or ambiguity while using this standard would inform the secretary of the technical committee responsible, the identity of which can be found in the foreword.

Tel: +27 (0) 12 428 6666 Fax: +27 (0) 12 428 6928

The SABS offers an individual notification service, which ensures that subscribers automatically receive notification regarding amendments and revisions to South African National Standards.

Tel: +27 (0) 12 428 6883 Fax: +27 (0) 12 428 6928 E-mail: sales@sabs.co.za

Buying Standards

Contact the Sales Office for South African and international standards, which are available in both electronic and hardcopy format.

Tel: +27 (0) 12 428 6883 Fax: +27 (0) 12 428 6928 E-mail: sales@sabs.co.za

South African National Standards are also available online from the SABS website <http://www.sabs.co.za>

Information on Standards

The Standards Information Centre provides a wide range of standards-related information on both national and international standards, and is the official WTO/TBT enquiry point for South Africa. The Centre also offers an individual updating service called INFOPLUS, which ensures that subscribers automatically receive notification regarding amendments to, and revisions of, international standards.

Tel: +27 (0) 12 428 6666 Fax: +27 (0) 12 428 6928 E-mail: info@sabs.co.za

Copyright

The copyright in a South African National Standard or any other publication published by the SABS Standards Division vests in the SABS. Unless exemption has been granted, no extract may be reproduced, stored in a retrieval system or transmitted in any form or by any means without prior written permission from the SABS Standards Division. This does not preclude the free use, in the course of implementing the standard, of necessary details such as symbols, and size, type or grade designations. If these details are to be used for any purpose other than implementation, prior written permission must be obtained.

Details and advice can be obtained from the Senior Manager.

Tel: +27 (0) 12 428 6666 Fax: +27 (0) 12 428 6928 E-mail: info@sabs.co.za

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids 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-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>ster for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAFIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of **clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one)** _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

FORM OF OFFER AND ACCEPTANCE

Offer

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

INSTALLATION OF PREFABRICATED STRUCTURES TO TSHILIDZINI HOSPITAL FACILITIES INCLUDING EXTERNAL SITE WORKS AND SERVICES IN TERMS OF JBCC CONTRACT IN THE LIMPOPO DEPARTMENT OF HEALTH:ONCE OFF PURCHASE CONTRACT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in words); R.....

.....

(in figures) R.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

For the Tenderer:

Signature(s)

Name(s).....

Capacity.....

Name and address of organization

failure to sign the form of offer will render the tender “non-responsive”

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1	Agreements 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 Parts C1 to C4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer

Signature

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to 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,
- 1 Subject
- Details
- 2 Subject
- Details

By the duly authorised representatives signing this schedule of deviations, 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 tender 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.

For the Tenderer:

.....Signature
.....Name
.....Capacity

For the Employer

.....

Name and address of organisation:

.....
.....
.....

Name and address of organisation

.....Witness Signature
.....Witness Name
.....Date

.....
.....

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
of (month)
20.... (year)
at (place)

For the Contractor:

.....
Signature
.....
Name
.....
Capacity

Signature and name of witness:

.....
Signature
.....

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- . The General Conditions of Contract will form part of all bid documents and may not be amended.
- . Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payments
17. Prices
18. Contract amendments
19. Assignment
20. Subcontractors
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure

26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 "GCC" means the General Conditions of Contract. 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and
-----------------------	---

	<p>handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
7. Performance Security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p>

	<p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>

18.Contract Amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19.Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20.Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21.Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22.Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23.Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to</p>

	<p>respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> The name and address of the supplier and / or person restricted by the purchaser; The date of commencement of the restriction; The period of restriction; and The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
24. Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p>

	<p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.</p>
28.Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</p>
29.Governing Language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30.Applicable Law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31.Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32.Taxes and Duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33.National Industrial Participation Programme (NIP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34.Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE HEDP 010/20/21

**INSTALLATION OF PREFABRICATED STRUCTURES TO TSHILIDZINI HOSPITAL
FACILITIES INCLUDING EXTERNAL SITE WORKS AND SERVICES IN TERMS OF JBCC
CONTRACT IN THE LIMPOPO DEPARTMENT OF HEALTH**

TABLE OF CONTENT

1.	DEFINITIONS	64
2.	PURPOSE OF THIS DOCUMENT	67
3.	EXTENT OF BIDDING & CONTRACT DOCUMENTS	67
4.	INTRODUCTION	67
5.	BACKGROUND	67
6.	General	67
7.	SCOPE OF WORK	67
8.	ADMINISTRATIVE REQUIREMENTS	68
9.	TECHNICAL SPECIFICATIONS, RATES TABLES AND SCOPE OF WORKS	69
10.	USE OF LOCAL LABOUR	70
11.	OCCUPATIONAL HEALTH & SAFETY SPECIFICATION	70
12.	APPOINTMENT	70
13.	FUNCTIONALITY EVALUATION REQUIREMENTS	70
14.	EVALUATION CRITERIA	71
15.	PHASE 1: ADMINISTRATIVE COMPLIANCE	72
16.	PHASE 2: FUNCTIONALITY EVALUATION	81
17.	PHASE 03: EVALUATION PRICE AND B-BBEE	84
18.	SPECIAL CONTRACT CONDITIONS	84
19.	CONFIRMATIONS / DECLARATION:	87
20.	BID AWARD & CONTRACT CONDITIONS	88
21.	CONTRACT ADMINISTRATION	88
22.	RESPONSE FIELDS	88
23.	SALE OF BID DOCUMENTS:	89
24.	SUBMISSION OF THE BID DOCUMENT	89
25.	COMPULSORY SITE VISIT	89
26.	ENQUIRIES	89

DEFINITIONS

- means Mandatory requirements for this Bid
Acceptable Bid - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
AEC - means Automatic Exposure Control
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 services or goods.
Bidder - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
Bidder Agent - means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
Categories of Maintenance Equipment & Infrastructure – means the grouping of Departmental equipment and infrastructure into purpose-specific functions and their characteristics. The groups are defined elsewhere in this bidding document.
CIDB - Construction Industry Development Board established in terms of CIDB Act 38 of 2000
Client – means the Limpopo Department of Health
Constitution – means the Constitution of South Africa 1996
Client's Representative - means the person(s) assigned by the Department to manage the contract or portions thereof.
Comparative Price - means total value for each tender based on assumed quantities against the rates tendered and calculated by the Department for financial comparison during tender evaluation. It shall not be regarded as the contract value.
Consortium - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
Contractor – means the same as “Successful Bidder”
Department – means the Limpopo Department of Health
Disability - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
Employer – is the same as Client and is also used interchangeably with “the Department”.
Firm Price - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
Goods – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health's delegate by the successful Bidder in terms of this bid.
Health Facility – means the Department's Primary Health Care facilities; Community Health Centres; Forensic Pathology Services facilities; Emergency Medical Services; Malaria

Centres and Camps, Nursing Colleges, Nursing Schools, Hospitals and Office Buildings. “Facility” shall have a corresponding meaning.
Installation – means an immovable mechanical and/or electrical asset (generators; kitchen cooking pots; large volume tumble dryers; pumps; tanks etc.), part of a building (piping; ceilings; rainwater goods; flooring etc) or part of a civil engineering structure (pipes; manholes; fences; paving; water treatment plant; septic tank etc.) at a Health Facility.
Internal Collaboration - means collaborative arrangements within a group of companies or within various strategic business units /subsidiaries /operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
Joint Ownership - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
Joint Venture - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
Labour- intensive – means a method of construction and maintenance involving a mix of labour and machines without compromising quality.
Licenses - means conditional use of another party’s intellectual property rights.
Management - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
Non-firm Price(s) - means all price(s) other than “firm” price(s)
Organ of State - means an institution as defined in the SA Constitution 1996
Person(s) - refers to a natural and/or juristic person(s).
Person-days of employment created - means a number of people who worked on a project multiplied by the number of days each person worked.
Prime Bidder – means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
PSP - means a Professional Service Provider registered with a legislated registration body. This term shall be used within the context of defining a registered professional included, but not limited to the following categories: <ul style="list-style-type: none"> ✓ Engineering Consultant (disciplines as defined by the ECSA) ✓ Quantity Surveying Practitioner or Cost Consultant (SACQSP) ✓ Architecture (SACAP) ✓ Geohydrologists (Pr Scientia) ✓ Environmental Sciences (SACNASP or CBEAPSA) ✓ AIA – Approved Inspection Authorities (per OHS Act 85 of 1993) ✓ Occupational Health & Safety Management Consultant (per OHS Act 85 of 1993) ✓ ICT Information & Communication Technology specialists (per Independent Communications Authority of SA per the ICASA Act 13 of 2000)
Purchase Order – means an official document issued to the contractor by the Department for a specified scope of work at a fixed value.

Rand Value - means the value of a rate in South African Rand, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
SABS – means the South African Bureau of Standards
SANAS – means the public entity the South African National Accreditation System that was formed in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act No. 19 of 2006. in accordance which formal recognition is given for laboratories, certification bodies, inspection bodies, proficiency testing scheme providers and good laboratory practice test facilities
SANS – means a South African National Standard issued by the SABS.
SMME – Small, Medium and Micro Enterprises: bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
Sub-contracting – is another person appointed by the successful bidder to support it in executing part of a project in terms of a contract.
Successful Bidder - means the organization or person to whom the tender was awarded and has accepted the appointment to execute the work as detailed in the bid. This term shall be used interchangeably with the term Contractor.
Supervisor - means a representative appointed by the Department to inspect and/or supervise the scope, implementation and approval of the works issued by the Department to the successful bidder.
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.
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.
Works – means the Installation and the Maintenance that the Contractor is doing at it in response to an instruction (Purchase Order or Works Instruction) issued by the Department.
Works Instruction – means a written instruction issued to the contractor by the Department against a Purchase Order to perform specified tasks.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to explain the bid conditions, the contract conditions and bid evaluation process for this bid. It includes an overview of the detailed specifications and rates tables for each equipment and infrastructure category.

EXTENT OF BIDDING & CONTRACT DOCUMENTS

This document and all other volumes listed or referred to herein, comprise the bidding document for this contract. All these documents must be completed, requisite information attached and submitted by the tender closing date.

INTRODUCTION

The Limpopo Department of Health (the Department) is inviting suitable qualified contractors to be appointed for the installation of a prefabricated structures to the **Tshilidzini Hospital Facilities** including external site works and services in term of the JBCC Contract.

BACKGROUND

The department is hosted in various health facilities i.e. clinics, hospitals, district offices etc. within the borders of Limpopo Province, various facilities requires additional wards and or offices to resolve the ongoing accommodation challenges. These additional facilities are necessary to enable the facility to continue with providing health care services without disruptions.

Based on the initial technical assessment conducted within these facilities, various defects and other areas of improvement were identified. The extent of works differs with different sites; therefore, bidders must be registered with Construction Industry Development Board (CIDB). The contractor grading is guided by the nature and scope of work that is required for each of the categories of equipment and infrastructure of the Department.

General

Tenders shall be evaluated strictly in accordance with the requirements of the SANS 10845-3, Construction procurement – Part 3: Standard Conditions of Tender and the Tender Data contained in the procurement documents.

The intended outcome for this tender procedure is to come up with a preferred bidder that would be able to do the required Installation of Prefabricated Structures to Tshilidzini Hospital Facilities Including External Site Works and Services in Terms JBCC Contract.

SCOPE OF WORK

The scope of work associated with the contract is the construction and INSTALLATION OF PREFABRICATED STRUCTURES TO TSHILIDZINI HOSPITAL FACILITIES INCLUDING EXTERNAL SITE WORKS AND SERVICES IN TERMS JBCC CONTRACT.

The contractor shall be responsible for reporting the progress done on site on a monthly basis on the prescribed format. A contract will be entered between the Contractor and unskilled

labourers (beneficiaries). The number of labourers will be calculated at 30% of schedule A of the bill of quantities.

There shall be a penalty for non-compliance as indicated in the Tender Data.as follows:

The penalty per calender day shall be calculated at 0.05% of contract sum excluding contingency allowance

ADMINISTRATIVE REQUIREMENTS

Bidders shall take note of the following guidelines:

The below administrative requirements must be complied with and required documents must be attached before consideration for evaluation.

The bidder shall respond with “Comply”, “Not Comply” or “Not Applicable” in the apportioned spaces. The “Not Applicable” answer shall only be considered where the response field has the wording “If Applicable”.

NB: Bidders *may* be disqualified for failure to comply with the above guidelines when responding to administrative requirements.

FOL	ADMINISTRATIVE REQUIREMENTS	ANSWER (Comply OR Not Comply/ OR Not Applicable)
	Submission of the following Standard Bidding Documents (Fully Completed and signed):	
1.1.1.	SBD 1 - Invitation to Bid;	
1.1.2.	SBD 3.1 - Pricing Schedule;	
1.1.3.	SBD 4 - Declaration of Interest form,	
1.1.4.	SBD 5 - National Industrial Participation Programme (If Applicable),	
1.1.5.	SBD 6.1. - Preference points claim form in terms of the Preferential Procurement Regulations 2017	
1.1.6.	SBD 8 - Declaration of Bidder’s Past SCM Practices	
1.1.7.	SBD 9 - Certificate of Independent Bid Determination.	
1.1.8.	Naming of the bidding company must be consistent in the request for bid (RFB) document, applicable EME or QSE original sworn affidavit, original or certified copy of valid B-BBEE Status Level Verification Certificate and the CSD report. If the CSD report and/or original certified copy of valid B-BBEE Status Level Verification Certificate and/or original sworn affidavit ends with a ‘cc’, ‘PTY/LTD, etc., or it does not, it is expected that the name of the bidder as written in the RFB document will read 100% the same as in the CSD and/or original or original certified copy of valid B-BBEE Status Level Verification Certificate, that is, ending or not ending with ‘cc’, PTY/LTD, etc., whichever is the case. Deviations to this pre-requisite will disqualify the bid.	
1.1.9.	Proof of Central Supplier Database Registration OR Attachment of Central Supplier Database Registration Report (CSD).	
	Submission of an own Company profile and Completion of Annexure A	

	Attachment of an attested copy of the latest Annual Audited Financial Statements of the bidding company / in case of a JV both companies in the JV to include their Annual Audited Financial Statements.	
	In case of a B-BBEE Exempted Micro Enterprise (EME) or B-BBEE Qualifying Small Enterprise (QSE) bidders should submit a valid Sworn Affidavit (copy attached to this bid) or submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS. Generic Enterprises (GEN) must submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS.	
	In case of Consortium or Joint Venture (If applicable) the following are required:	
1.1.10.	Signed agreement between involved parties indicating the lead member;	
1.1.11.	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database;	
1.1.12.	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
1.1.13.	All parties to the consortium/joint venture must submit their individual documents referred to above (i.e. Company Profile, Annexure B, Proof of CSD Registration and Audited Financial Statement) except that they must submit consolidated certified copy of valid or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS;	
1.1.14.	Form of Offer and Acceptance	
	Bidders must quote for all listed items on the pricing schedule and may further submit a detailed breakdown of their pricing.	
	Returnable documents should be properly indexed with a contents list.	
	When submitting the bid document, bidders must enclose a scanned PDF copy of the completed bid document and all attachments on a Compact Disc (CD-R) or DVD-R marked with the company's name, bid number and bid description. (NB: NO USB stick or CR-RW, DVD-RW will be accepted)	

NB: Failure to attach or complete and/or sign any of the designated arrears of the documents mentioned above *may* render the bid unacceptable.

TECHNICAL SPECIFICATIONS, RATES TABLES AND SCOPE OF WORKS

Technical Specifications, and scope of works are covered in **VOLUME A1** of this bid document. Any unforeseen additional scope of work shall be allowable and subject to approval in line with applicable legislative and policy requirements applicable to the department.

USE OF LOCAL LABOUR

The contractor shall consider using local labour as temporary employees to assist with non-specialist work.

Such labour shall work under supervision of qualified staff of the contractor.

The contractor shall be responsible for the reimbursement of such labour at the prescribed labour rates.

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

The Occupational Health and Safety Act, Act 85 of 1993 (referred to as "the Act" below), and all regulations promulgated thereunder must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall at all times for the duration of the Contract apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely: -

The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;

The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works;

The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

APPOINTMENT

The department reserves the right to appoint or not to appoint any service provider in this invitation to bid;

Appointment letters will be issued to qualifying contractors who are qualified and experienced in this category of works

FUNCTIONALITY EVALUATION REQUIREMENTS

Eligibility Criteria - Eligible contractors must be registered with the CIDB with a minimum grading of **7GB** or higher and must comply with the criteria below:

- 1.1.15. **Financial Capacity of R10 million** - The Financial Capacity of the Bidder(s) shall be tested through the following documents:
 - 1.1.15.1. Any proof of support from accredited Financial Institution on primary funding when the tender is successfully awarded. (Overdraft/Credit facility)
 - 1.1.15.2. Proof of capacity for self-funding (valid Company Bank Statement) accompanied by latest 2019 audited annual financial statements.

1.1.16. EXPERIENCE OF KEY STAFF

- 1.1.16.1. CVs and certified copies of qualifications of the following key staff members must be attached:
 - 1.1.16.1.1. Project Supervisor / Site Agent
 - 1.1.16.1.2. Construction Manager
 - 1.1.16.1.3. Site Safety Officer

1.1.17. EXPERIENCE OF THE BIDDER

- 1.1.17.1. Experience in the Construction of buildings and semi-permanent structures with contactable references or trade evidence should be provided for completed projects and their corresponding rand values),
 - 1.1.17.1.1. The value of a single highest completed project in terms of value is R 20 000 000 shall be validated through *a copy of a contract, purchase orders and project handover certificate*, practical completion certificate and or approved extension of time award letters (if any)

1.1.18. PROPOSAL AND METHODOLOGY

- 1.1.18.1. The bidder shall be required to provide technical proposal to ensure that the department awards this bid to the most suitable qualified tenderer, the proposal and methodology should include:
 - 1.1.18.1.1. Project Proposal / Approach
 - 1.1.18.1.2. Project schedule / programme Gant Chart (MS Project)
 - 1.1.18.1.3. Cash Flow Projections

1.1.19. SAFETY, HEALTH AND ENVIRONMENT POLICY (SHEQ).

- 1.1.19.1. The bidder shall be expected to provide the SAFETY, HEALTH AND ENVIRONMENT POLICY (SHEQ) relevant to the contract. The policy shall be reviewed to ensure that it addresses the site being applied for and it must have been signed off by the relevant contractor's delegated person.

EVALUATION CRITERIA

The bid will be evaluated in three phases, namely:

Phase 1: Administrative Compliance

Phase 2: Functionality evaluation criteria

Phase 3: Price and BBBEE

PHASE 1: ADMINISTRATIVE COMPLIANCE

- 1.1.20. Where reference is made in the bid document to the terms, 'firm', 'tenderer' and 'bidder', it should be noted that they refer to one and the same name.
- 1.1.21. In the event the trade name is different from the legal name, the trade name must be used as the name of the bidder and **NOT** the legal name.
- 1.1.22. Naming of the bidding company must be consistent in the request for bid (RFB) document; Original valid Tax Clearance Certificate and business entity registration documents
- 1.1.23. If the name of the bidder on tax clearance certificate and business entity registration document ends with a 'cc', 'PTY/LTD, etc., or it does not, it is expected that the name of the bidder as written in the RFB document will read 100% the same as in the tax clearance certificate, that is, ending or not ending with 'cc', PTY/LTD, etc., whichever is the case. Deviations to this pre-requisite will disqualify the bid.
- 1.1.24. In the case of Joint Ventures and Consortia, the names of **ALL** parties to the JV or Consortia, must appear in name of the bidding company in the RFB document. For example: "Sugar cc in JV with Salt PTY LTD" etc.

1.1.25. The RFB document is made up of the following SBD forms.

All SBD Forms should be completed. Failure to complete and sign the SBD forms shall lead to disqualification of the bid:

SBD 1: Invitation to bid

SBD 3.1: Pricing schedule – firm prices

SBD 4: Declaration of interest

SBD 6.1: PPPFA claim form i.t.o. the Preferential Procurement Regulations 2017

SBD 6.2 Declaration certificate for local production and content

SBD 8: Declaration of bidder's past supply chain management practices.

SBD 9: Certificate of Independent Bid Determination

Form of Offer

- 1.1.26. Table 1 lists the included Returnable Forms that **MUST** be completed and submitted with bid. *Where a Returnable form does not apply, indicate as such on the form.*

Table 1 Schedule of Returnable Forms

A.PROOF OF REGISTRATION WITH THE WORKMAN'S COMPENSATION COMMISSIONER, OR A LICENSED COMPENSATION INSURER
B. LIST OF VEHICLES, PLANT AND EQUIPMENT
C.SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER
D.EXPIRIENCE OF KEY PERSONEL
D.EXPIRIENCE OF KEY PERSONEL
F.AGREEMENT IN TERMS OF SECTION 27(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

**A.PROOF OF REGISTRATION WITH THE WORKMAN'S COMPENSATION
COMMISSIONER, OR A LICENSED COMPENSATION INSURER**

The Bidder **shall affix to this bid** certified proof of registration with the Workman's Compensation Commissioner or a licensed Compensation Insurer reflecting its registration number.

I/We hereby authorise the Employer or its representative to approach the Workman's Compensation Commissioner or a licensed Compensation Insurer to obtain a reference on standing of our account:

Workman's Compensation Commissioner

Name under which registered: _____

Registration Number: _____

OR

Workman's Compensation Insurer

Insurance Company Name _____

Address _____

Telephone number/s _____

Insured Sum R _____

Name of Insured _____

Insured Reference Number _____

B. LIST OF VEHICLES, PLANT AND EQUIPMENT

B.1 The Bidder must list all major items of vehicles, plant and equipment to be used on the works. If none indicate **“Nil”**.

B.2 If the Bidder is bidding for more than one Equipment & Infrastructure category, it must list vehicles, plant and equipment that are appropriate to all the categories it is bidding for.

DESCRIPTION (Also state capacity)	State Quantity	
	Owned by Bidder	To Hire
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Name: Bidder Representative

Signature

Date

C.SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER

C.1 The Bidder shall list all work of a similar nature to that described in the Bidding document and which it has been carried-out over the past five years and/or which is presently being carried out by it.

C.2 If the Bidder is bidding for more than one Equipment & Infrastructure category, it must list work done appropriate to all the categories it is bidding for.

NOTE: IF NO SIMILAR WORK HAS BEEN CARRIED OUT, THE SCHEDULE IS TO BE MARKED "NIL"

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
1			
2			
3			
4			
5			
6			
7.			

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
8			
9			
10			

Name: Bidder Representative

Signature

Date

D.EXPIRIENCE OF KEY PERSONEL

D.1 The Bidder is to indicate the experience of key personnel and attach qualifications thereof:

NAME OF KEY PERSONEL	QUALIFICATIONS	EXPIRIENCE IN YEARS	PROJECT VALUE MANAGED
<u>Project Supervisor / Site Agent</u>			
<u>Construction Manager</u>			
<u>Site Safety Officer</u>			

Name: Bidder Representative

Signature

Date

E.PROOF OF FINANCIAL STANDING

The Bidder is to submit and attached hereto certified proof that indicates the value that (tick the appropriate box):

- ☐ A registered financial institution is to provide as revolving credit to the bidder in the event a bidder is awarded contract, or
- ☐ A registered financial institution can provide as overdraft facility in the name of business, or
- ☐ The bidder has the capability to self-fund (Proof of three months' bank statement)

The relevant proof of financial standing is attached hereto:

Name: Bidder Representative

Signature

Date

F.AGREEMENT IN TERMS OF SECTION 27(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

For the purposes of this bid, reference to Contractor means "Bidder". The Bidder is to sign this agreement and submit it with the bidding documents.

The Client and the Contractor hereby agree, in terms of the provisions of Section 27(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: -

1. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
2. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Client and the Client's professional services providers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
4. The Contractor shall be obliged to report forthwith to the Client any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Client, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

On behalf of _____ (the **Contractor**):

Signatory name

Signature

Date

As Witnesses:

1. _____

2. _____

On behalf of the **Limpopo Department of Health** (the **Client**)

Signatory name

Signature

Date

As Witnesses:

1. _____

2. _____

PHASE 2: FUNCTIONALITY EVALUATION

Functionality Compliance Scores: Maximum 100 points.

Compliance with the minimum of 70 points is required to be considered for shortlisting.

No	CRITERIUM DESCRIPTION	WEIGHT	ELEMENT BREAKDOWN	VALUES
			Total number of fully completed projects on time with a rand value of R20 million and above:	
1	Experience in the Construction of buildings or semi-permanent structures. (Contactable references or trade evidence should be provided for completed projects and their corresponding rand values)	25	A total number of five (05) fully completed projects with a rand value of R20 million per project	5 Excellent
			A total number of four (04) fully completed projects with a rand value of R20 million per project	4 Very good
			A total number of (03) fully completed projects with a rand value of R20 million per project	3 Good
			A total number of (02) fully completed projects with a rand value of R20 million per project	2 Average
			A total number of (01) fully completed projects with a rand value of R20 million per project	1 Fair
			A total number of (0) fully completed projects with a rand value	0 Poor
2	Relevant Experience in Similar Projects completed on time (in the last 5 years) and Include the following: Value of the highest completed project in the Construction of buildings/ semi-permanent structures. Site Handover certificate, Practical completion certificate and approved extension of time award letters (if any) must be attached as proof of completion on time for full points to be allocated.	25	The required minimum GB for this project is 7GB which equates to a maximum value of R 40 million (Upper Limit of Tender Value Range in terms of CIDB)	
			If project value is greater than twice the maximum value of the required CIDB grade and completed on time	5 Excellent
			if project value is greater than the maximum value of the required CIDB grade but less than twice the maximum value of the required CIDB grade and completed on time	4 Very good
			if project value is greater than twice the maximum value of the required CIDB grade and not completed on time	3 Good
			if project value is greater than the maximum value of the required CIDB grade but less than twice the maximum value of the required CIDB grade and not completed on time	2 Average
			if project value is within the required CIDB threshold and completed on time	1 Fair
			if project value is within the required CIDB threshold and not completed on time	0 Poor

3	Financial Standing	10	<p><u>Proof has been submitted that indicates:</u></p> <ul style="list-style-type: none"> - An undertaking by a registered financial institution to provide a revolving credit to the bidder in the event a bidder is awarded contract, or - Proof of an overdraft facility by a registered financial institution in the name of business, or - Proof of the bidder's capability to self-fund to the value indicated below: Three months rolling Bank Statement with the required bank balance below: 	
			To a value above R 10 000 000	5
				Excellent
			To a value greater than or equal to R 8 000 000;	4
				Very good
			To a value greater than or equal to R 7 000 000;	3
				Good
			To a value greater than or equal to R 6 000 000;	2
				Average
			To a value greater than or equal to R 5 000 000;	1
				Fair
			Below R 5 000 000;	0
				Poor
4	SAFETY, HEALTH AND ENVIRONMENT POLICY (SHEQ).	10	<p>The Documented Policy is inclusive in such that it: identifies various levels of project risks, with scoring of probabilities and impacts. Associated mitigation plans are included and have assigned responsibility managers. The policy has been signed off by the delegated company director.</p>	Excellent
				5
			<p>The documented policy identifies few levels of project risks, with scoring of probabilities and impacts. Incomplete or impractical mitigation plans are included. No or little assignment of responsibility managers.</p>	Average
				3
			No Safety, Health and Environment Policy (SHEQ) submitted.	Poor
				0
5	PROFILE OF KEY STAFF (CVs and copies of qualifications must be attached for points to be allocated).	30	<p>Construction Manager Required Qualification (5 Points)</p> <ul style="list-style-type: none"> ✓ Degree in built environment (5 Excellent) ✓ National Diploma in built environment (3 Good) ✓ Certificate in built environment (1 Average) <p>Experience of the Construction Manager (The experience should be relevant to the built environment) (5 Points)</p>	

			<ul style="list-style-type: none"> ✓ 5yrs experience or more = 5 (Excellent) ✓ 2<5yrs Experience = 3 (Good) ✓ 1≤2yrs experience =1 (Average)
			Project Supervisor/Site Agent (5 Points) <ul style="list-style-type: none"> ✓ Degree in built environment =5 (Excellent) ✓ National Diploma equivalent in built environment =3 (Good) ✓ Certificate in built environment =1 (Average)
			Experience of the Project Supervisor/Site Agent (The experience should be relevant to the built environment) (5 Points) <ul style="list-style-type: none"> ✓ 5yrs experience or more = 5 (Excellent) ✓ 2<5yrs Experience = 3 (Good) ✓ 1≤2yrs experience =1 (Average)
			Site Safety Officer (5 Points) Legal appointment for a Site Safety Officer appointed in terms of the Occupational, Health and Safety Act (OHS Act) and His/her CV and qualifications.
			The Safety Officer must have proof of Registration with the council <ul style="list-style-type: none"> ✓ Registration with professional council in built environment = 5 ✓ None registration with the council =0
			Experience of safety officer (The experience should be relevant) (5 Points) <ul style="list-style-type: none"> ✓ 5yrs experience or more = 5 (Excellent) ✓ 2<5yrs Experience =3 (Good) ✓ 1≤2yrs experience =1 (Average)

1.2. The points scored for functionality shall be calculated as follows:

- 1.2.1. Each Bid Evaluation Committee member shall score for each individual company criterion on the score sheet.
- 1.2.2. The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the average marks scored for the various criteria.
- 1.2.3. The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and the minimum threshold of 70 points.

PHASE 03: EVALUATION PRICE AND B-BBEE

- 1.1.27. This bid shall be evaluated in terms of **80/20** preference points system.
- 1.1.28. Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).
- 1.1.29. In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).
- 1.1.30. Should bidder(s) fail to submit the valid BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.1.31. Points shall 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
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	0

SPECIAL CONTRACT CONDITIONS

The Government Procurement: General Conditions of Contract (July 2010) (GCC) apply. The following Special Conditions of Contract (SCC) relevant to this bid, supplement the GCC:

SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (July 2010)	
Ref. No.	Details
A.	<u>Client</u> Limpopo Department of Health
B.	<u>Client's address for communication</u> The Head of the Department, Limpopo Department of Health Address (physical): 18 College Street, Polokwane, 0699 Address (postal): Private bag X9302, Polokwane, 0700
C.	<u>Task Leaders</u> <ul style="list-style-type: none">➤ James Ramulai: Steam; Autoclaves; HVAC; Medical Gas; Kitchen; Laundry➤ Hardus van Zyl: Electrical; Generators; Tools; Fire protection➤ Nico Serfontein: Water services; Building & Civils; Borehole Development; Geohydrologist

**SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT (July 2010)**

Ref. No.	Details
D.	<p><u>Contact details of Task Leaders:</u></p> <p>Telephone:</p> <ul style="list-style-type: none"> ➤ Timothy Dhamini 015 293 6125 ➤ James Ramulai: 015 2936422 ➤ Hardus van Zyl: 015 2936611 ➤ Nico Serfontein: 015 2936632 <p>Address (physical): 18 College Street, Polokwane, 0699</p> <p>Address (postal): Private bag X9302, Polokwane, 0700</p>
E.	<p><u>Contractor/Successful Bidder</u></p> <p><i>Details to be completed upon award and acceptance of the contract</i></p> <p>Contractor Name: _____</p> <p>Physical Address: _____</p> <p>Postal Address: _____</p> <p>Office Phone No.: _____</p> <p>Office Email Address: _____</p>
F.	<p><u>Contractor's Contracts Manager for this Contract</u></p> <p><i>Details to be completed upon award and acceptance of the contract</i></p> <p>Name: _____</p> <p style="padding-left: 40px;">Title, first name, surname</p> <p>Physical Address: _____</p> <p style="padding-left: 40px;">For this Contract</p> <p>Cellphone No(s).: _____</p> <p>Email Address(es): _____</p>
G.	<p><u>Contract Commencement Date</u></p> <ul style="list-style-type: none"> ➤ The date of the last signature on the contract between the parties. ➤ All stipulations of the contract shall come into effect on this date.
H.	<p><u>Obligations prior to Commencement of Construction Works</u></p> <p>The documentation required before Commencement of the Works (issue of the first Purchase Order) are:</p> <ul style="list-style-type: none"> ➤ Health and Safety Plan

**SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT (July 2010)**

Ref. No.	Details
	<ul style="list-style-type: none"> ➤ Confirmation that Public Liability Insurance has been arranged ➤ Proof of a Coupon Policy for Special Risks issued by SASRIA ➤ Letter of the contractor's acceptance of the award
I.	<p><u>Commencement of Construction Works</u></p> <ul style="list-style-type: none"> ➤ Ten working days after Contract Commencement Date. ➤ On this date, the Contractor shall be ready to immediately attend to Works Instructions for breakdown repairs.
Q.	<p><u>Pricing Strategy</u></p> <p>This is a once-off Firm Price Only contract.</p>
R.	<p><u>Security</u></p> <p>No performance security is required</p>
S.	<p><u>Insurances</u></p> <p>Without limiting its obligations in terms of the contract, the contractor shall, at its own cost, effect and maintain the following Insurances in the joint names of the Client and the Contractor:</p> <ol style="list-style-type: none"> a. A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required. b. Liability Insurance that covers the Client and the Contractor against their respective liability for the death of, or injury to any person, or loss of, or damage to any property (including the Works) arising from or in the course of the fulfilment of the contract from the Contract Commencement Date to end of the Defects Liability Period of the Purchase Order or Works Instruction that results in the latest concluding Defects Liability Period. c. The limit of indemnity for Liability Insurance is R 5 000 000 per claim.
T.	<p><u>Access not exclusive</u></p> <p>The access and possession of Site shall not be exclusive to the Contractor, but as set out in the Site Information.</p>
U.	<p><u>Non-working times</u></p> <p>The non-working days are Saturdays, Sundays and public holidays.</p>
V.	<p><u>Extensions of time for abnormal rainfall</u></p> <p>The extension of time for rainfall does not apply to the Contract.</p>
W.	<p><u>Application of Contract Price Adjustment Factor</u></p> <p>Contract Price Adjustment (CPA) will not be applicable except for additional scope of works.</p>
X.	<p><u>Variation in cost of special materials</u></p> <p>Not applicable</p>
Y.	<p><u>Payments</u></p> <p>Percentage advance on materials not yet built into the Permanent Works: Not permitted</p>

**SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT (July 2010)**

Ref. No.	Details
Z.	<p><u>Delivery, dissatisfaction with and payment of invoices: Joint Ventures</u></p> <p>Payments to a Joint Venture will only be made upon receipt of documentation signed by all the joint venture parties confirming the full details to whom the payment is to be made out and the full details of the Joint Venture bank account it is to be paid into. A pro-forma blank invoice that would be used is to be included.</p>
AA.	<p><u>Penalty for delay</u></p> <p>The penalty for failing to complete the Works within the time frame stated in the Purchase Order or the Works Instruction is, per calendar day (based on the net value of the Purchase Order or Works Instruction):</p> <ol style="list-style-type: none"> For Purchase Order/Works Instructions values up to R50 000: 1,00% of the net value. For Purchase Order/Works Instructions greater than R50 000 up to R200 000: 0,50% of the net value. For Purchase Order/Works Instructions values greater than R200 000 up to R750 000: 0,20% of the net value. For Purchase Order/Works Instructions values above R750 000: 0,05% of the net value.
AB.	<p><u>Latent defects liability</u></p> <p>The latent defects periods for:</p> <ul style="list-style-type: none"> ➤ Building and civil works (New installations and replacements): 10 years ➤ Mechanical and electrical equipment (New installations, replacements, reconditioned or refurbished): 5 years.

CONFIRMATIONS / DECLARATION:

I, _____ being _____

(position / authority held) at Company (Name): _____

hereby confirm the following:

That the warranty period of the equipment offered is as per the specification supplied by the facility. Any break-downs will be attended to and resolved within 24 hours of notice during the period of warranty.

YES ☐

NO ☐

If NO, State reasons why:

BID AWARD & CONTRACT CONDITIONS

Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.

The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.

Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.

The contract shall be concluded between the Department and the successful service provider upon issuing of the letter of appointment by the Department and acceptance of the offer by the service provider.

The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.

The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

The award of the tender may be subjected to price negotiation with the preferred bidders.

The department reserves the right to award the bid to one or more service providers, at negotiated rates, wholly or in part or not to award.

The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points

The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.

The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).

The contract period will be in terms of the service level agreement.

Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.

The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.

Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

CONTRACT ADMINISTRATION

Successful bidder(s) must report to the End-User institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.

Full particulars of such circumstances as well as the period of delay must be furnished.

The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, performance of contractors etc., shall be the sole responsibility of the Supply Chain Management Unit.

RESPONSE FIELDS

In order to evaluate and adjudicate bid effectively, it is imperative that bidders submit responsive bids.

Non-compliance with this condition will invalidate the bid.

SALE OF BID DOCUMENTS:

Bid documents shall not be sold at the Limpopo Department of Health, however shall be downloadable from the Departmental Website and the Tender-eportal

SUBMISSION OF THE BID DOCUMENT

An original bid document accompanied by all mandatory documents as specified in the bid document must be submitted in a sealed envelope clearly marked with the bid number; bid description; the name and address of the company submitting the bid to the **Tender box at Department of Health, 18 College Street, Polokwane, 0700** on or before the closing date and time specified in the bid document and tender bulletin. Bid documents can be submitted on any day and time before the closing time.

I agree that this bid document has been read and understood by myself as a bidder.

Bidding Entity

Bidder's Assigned Representative

Bidder's Signature

Position

Date

COMPULSORY SITE VISIT

As per Tender Advert.

ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health, Fidel Castro Ruz House, 18 College Street, Polokwane, 0699	Mr Ramulai James (015) 293 6108	Ms Simango TO (015) 293 6352

PART A-BILL OF QUANTITIES

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 1</u>			
	<u>BILL NO. 1</u>			
	<u>PRELIMINARIES</u>			
	<u>NOTE</u>			
	i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005			
	ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
	iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
	iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
	v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
	vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time			
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

	<p style="text-align: right;">Brought Forward</p> <p>vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>Definitions (A1)</u></p> <p>1 Definitions and interpretation (clause 1)</p> <p>Clause 1.1 Definition of "Agreement" is amended by replacing it with the following:</p> <p>Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:</p> <p>"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.</p> <p>Clause 1.1 Definition of "Contract Documents" is amended by adding the following:</p> <p>".....this Agreement and all other documents referenced therein.." after the word this document</p> <p>Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:</p> <p>Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender</p> <p>Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:</p> <p>Contract Sum means the total of prices in the Form of Offer and Acceptance.</p> <p>Clause 1.1 Definition of "Schedule" is amended by adding the following:</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	--	---

Brought Forward	R
<p>".....and in the Contract Data". at the end on the sentence ending with agreement</p> <p>Clause 1.1 Definition of "Commencement Date" is added:</p> <p>"Commencement date" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p> <p>"Construction guarantee" means guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:</p> <p>"Construction period" means the period commencing on the commencement date and ending on the date of practical completion</p> <p>Clause 1.1 Definition of "Corrupt Practice" is added:</p> <p>"Corrupt Practice" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p>	
Carried Forward	R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	

	Brought Forward		R
	<p>"Interest" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"Principal Agent" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>Security means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	<u>Objective and Preparation (A2 - A14)</u>		
2	Offer, acceptance and performance (clause 2)		
	Fixed	Item	
	Carried Forward		R
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>		

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Value Related	Item		
	Time Related	Item		
3	Documents (clause 3)			
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"			
	Clause 3.7 is amended by the addition of the following:			
	The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, principal agent and agents shall have access at all times.			
	Clause 3.10 is amended by replacing the second reference to " principal agent " with the word " employer "			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
4	Design responsibility (clause 4)			
	Contractor is permitted to design the prefabricated building to the satisfaction or written approval from the client			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
5	Employer's agents (clause 5)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
6	Contractor's site representative (clause 6)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
7	Compliance with laws and regulations (clause 7)		
	Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
8	Works risk (clause 8)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

	Brought Forward		R	
9	<p>Indemnities (clause 9)</p> <p>Clause 9.0 is amended by adding Clause 9.1.4:</p> <p>The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>			
		Item		
		Item		
		Item		
10	<p>Works insurances (clause 10)</p> <p>Clause 10.0 is amended by the addition of the following clauses</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and</p>			
	Carried Forward		R	
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>			

Brought Forward	R
<p>security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p> <p>c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the</p>	
Carried Forward	R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

Brought Forward	R
<p>same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p> <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 High risk insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above.</p>	
Carried Forward	R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

<p style="text-align: center;">Brought Forward</p> <p>The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R
	amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
11	Liability insurances (clause 11)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
12	Effecting insurances (clause 12)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
13	No clause (clause 13)		
		Item	
14	Security (clause 14)		
	14.0 Replace the entire clause 14.0 with the following:		
	14.0 Security		
	14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)		
	14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)		
	Carried Forward		R
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS		

<p style="text-align: right;">Brought Forward</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date.</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor.</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions</p>	<p style="text-align: center;">R</p>	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p>	

<p style="text-align: center;">Brought Forward</p> <p>of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

<p style="text-align: right;">Brought Forward</p> <p>fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	---

Brought Forward		R
<p>entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), where after 14.7 shall be applicable</p>		
Fixed	Item	
Value Related	Item	
Time Related	Item	
Carried Forward		R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>		

Brought Forward			R
<u>Execution (A15 - A23)</u>			
15	<p>Preparation for and execution of the works (clause 15)</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.</p>		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
16	Access to the works (clause 16)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
17	Contract instructions (clause 17)		
	Fixed	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Value Related	Item		
	Time Related	Item		
18	Setting out of the works (clause 18)			
	<i>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments</i>			
	<i>The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
19	Assignment (clause 19)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
20	Nominated sub-contractors (clause 20)			
	Clause 20.0			
	Clause 20.1.3 is amended by replacing it with the following:			
	No Clause			
	Fixed	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

[illegible]

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	<u>Completion (A24-A30)</u>			
24	Practical completion (clause 24)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
25	Works completion (clause 25)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
26	Final completion (clause 26)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
27	Latent defects liability period (clause 27)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
28	Sectional completion (clause 28)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
29	Revision of date of practical completion (clause 29)			
	Clause 29.1.1 shall be deemed to be omitted and			
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

<p style="text-align: right;">Brought Forward</p> <p>replaced by the following:</p> <p>Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project</p> <p>It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above</p> <p>Add Clause 29.9 as follows:</p> <p>Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.”</p> <p>Add Clause 29.10 as follows:</p> <p>Clause 29.10 - Acceleration</p> <p>Clause 29.10.1 Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be.</p> <p>Clause 29.10.2 Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	---

		Brought Forward		R	
	<p>Clause 29.10.3 The contractor's entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.</p>				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
30	<p>Penalty for non-completion (clause 30)</p> <p>Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0</p> <p>The penalty per calender day shall be calculated at 0.05% of contract sum excluding contingency allowance and CPAP</p>				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>Payment (A31 - A35)</u>				
31	<p>31.5.2 Security adjustments in terms of 14.0 or 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p style="padding-left: 40px;">31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p style="padding-left: 40px;">31.8(A).2 Ninety-seven per cent (97%) of such</p>				
		Carried Forward		R	
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>				

<p style="text-align: center;">Brought Forward</p> <p>value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	deleting the words "subject to the contractor giving the employer a tax invoice for the amount due			
	31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
32	Adjustment to the contract value (clause 32)			
	Clause 32.0			
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:			
	"due to no fault of the contractor "			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
33	Recovery of expense and loss (clause 33)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

[illegible]

	Brought Forward		R	
	<u>Cancellation (A36-A39)</u>			
36	<p>Cancellation by employer - contractor's default (clause 36)</p> <p>Clause 36.1 is amended by the additions of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>Clause 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward			R	
37	<p>Cancellation by employer - loss and damage (clause 37)</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p> <p style="text-align: right;">Time Related</p>		<p>Item</p> <p>Item</p> <p>Item</p>		
38	<p>Cancellation by contractor - employer's default (clause 38)</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>Clause 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p style="text-align: right;">Fixed</p> <p style="text-align: right;">Value Related</p>		<p>Item</p> <p>Item</p>		
	Carried Forward			R	
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
39	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report"			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<u>Dispute Settlement (A40)</u>			
40	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

	Brought Forward		R	
	<u>State Provision (A41)</u>			
41	State Substitutions (clause 41)			
	Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:			
	40.1 Should any dispute between the employer , his agents or principal agent on the one hand and the contractors on the other arise out of this agreement , such dispute shall be referred to adjudication.			
	40.2 Adjudication shall be conducted in accordance with litigation procedures			
	40.3 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<u>Contract Variables (A41)</u>			
42	The Schedule (clause 42)			
	<i>Tenderers are referred to the Contract Data for variable pertaining to this contract</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

<p style="text-align: right;">Brought Forward</p> <p><u>Contract Details (A41)</u></p> <p>Works Description:</p> <p><i>The works shall be as described in the "Notes to Tenderers"</i></p> <p>Site Description:</p> <p><i>The site shall be as described in the "Notes to Tenderers"</i></p> <p>Work or installations by direct contractors:</p> <p style="text-align: right;">N/A</p> <p>Specific options that are applicable to a State organ only:</p> <p>Interest rate legislation:</p> <p style="text-align: right;">Yes</p> <p>Lateral support insurance to be effected by the contractor:</p> <p style="text-align: right;">N/A</p> <p>Payment will be made for materials and goods:</p> <p style="text-align: right;">N/A</p> <p>Dispute resolution by litigation:</p> <p style="text-align: right;">Yes</p> <p>Extended defects liability period applicable to the following elements:</p> <p style="text-align: right;">N/A</p> <p>Possession of the site is be given on:</p> <p style="text-align: right;"><i>To be determined</i></p> <p>Period for the commencement of the works after the contractor takes possession of the site:</p> <p style="text-align: right;"><i>Within one (1) working day</i></p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

<p style="text-align: center;">Brought Forward</p> <p>The date for practical completion and the penalty per calendar day for the works as a whole:</p> <p>Date: 4 Months after the site handover</p> <p>Penalty: 0,05% of the tendered amount, inclusive of value added tax</p> <p>The date for practical completion and the penalty per calendar day for the works in sections:</p> <p style="text-align: center;">See Item 36 of Notes to Tenders</p> <p>N/A Penalty: R..... Section 1: Date:</p> <p>N/A Penalty: R..... Section 2: Date:</p> <p>N/A Penalty: R Section 3: Date:</p> <p>N/A Penalty: R Section 4: Date:</p> <p>N/A Penalty: R Section 5: Date:</p> <p>N/A Penalty: R Section 6: Date:</p> <p>N/A Penalty: RSection 7: Date:</p> <p>The law applicable to this agreement shall be that of:</p> <p style="text-align: center;">Republic of south Africa</p> <p><u>42.3 INSURANCES</u></p> <p>Contract works insurance:</p> <p style="padding-left: 40px;">To be effected by: Contractor</p> <p style="padding-left: 40px;">For the sum of: Tendered amount plus 20%</p> <p style="padding-left: 40px;">With a deductible of: to be determined by the contractor</p> <p>Supplementary insurance is required: No</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

Brought Forward	R	
Public liability insurance:		
Yes		
To be effected by: Contractor		
For the sum of: R 20 000 000-00		
With a deductible of: to be determined by the contractor		
Support insurance to be effected by the employer:		
No		
<u>42.4 DOCUMENTS</u>		
Waivers of contractor's lien or right of continuing possession is required:		
Yes		
Construction document copies to be supplied to the contractor free of charge:		
Three (3) copies of each		
Bills of quantities drawn up in accordance with:		
Standard System of Measuring Building Work		
On acceptance of the tender the bills of quantities is to be submitted:		
Within seven (7) working days		
JBCC Engineering General Conditions are to be included in the documents:		
No		
The contract value is to be adjusted using CPAP:		
No		
Base month of indexes: N/A		
Carried Forward	R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS		

Brought Forward		R
<p>Details of changes made to the provision of JBCC standard documentation:</p> <p><i>Clause 3 : page 2</i> <i>Clause 10 : page 3</i> <i>Clause 18 : page 5</i> <i>Clause 21 : page 6</i> <i>Clause 29 : page 8</i> <i>Clause 31 : page 9</i> <i>Clause 10 : page 4</i> <i>Clause 18: page 6</i></p>		
SECTION B: PRELIMINARIES		
<u>Definition and interpretation (B1)</u>		
43	Definition and interpretation	
See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section		
	Fixed	Item
	Value Related	Item
	Time Related	Item
Carried Forward		R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>		

	Brought Forward		R	
	<u>Documents (B2)</u>			
44	Checking of documents (B2.1)			
	<i>These bills of quantities:</i>			
	<i>(1) contain pages and annexes as indexed, and;</i>			
	<i>(2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances</i>			
	<i>Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
45	Provisional bills of quantities (B2.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
46	Availability of construction documentation (B2.3)			
	<i>The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period</i>			
	Fixed	Item		
	Value Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Time Related	Item		
47	Interests of agents (B2.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
48	Priced documents (B2.5)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
49	Tender submission (B2.6)				
	<i>Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders</i>				
	<i>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1"</i>				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>The site (B3)</u>				
50	Defined works area (B3.1)				
	The area of works to be occupied by the contractor, any restrictions on the area and the limit of access or exit, if any, will be pointed out o the contractor on the date possession of the site is given				
		Fixed	Item		
		Value Related	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Time Related	Item		
51	Geotechnical investigation (B3.2)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
52	Inspection of the site (B3.3)				
	<i>Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.</i>				
	<i>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</i>				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
53	Existing premises occupied (B3.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
54	Previous work - dimensional accuracy (B3.5)				
	<i>Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site</i>				
		Fixed	Item		
		Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS					

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Value Related	Item		
		Time Related	Item		
55	Previous work - defects (B3.6)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
56	Services - known (B3.7)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
57	Services - unknown (B3.8)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
58	Protection of trees, etc (B3.9)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
59	Articles of value (B3.10)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
60	Inspection of adjoining properties, etc (B3.11)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<u>Management of contract (B4)</u>			
61	Management of the works (B4.1)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
62	Programming for the works (B4.2)			
	Clause B4.2 is hereby amended by the addition of the following:			
	Programme:			
	The contractor and the principal agent shall agree to a Contract Programme for the control of the Works.			
	The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender.			
	The contractor shall ensure that the contract programme:			
	1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement.			
	2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client.			
	3. shall be in accordance with the dates given herein for possession and practical completion; and			
	4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be			
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

<p style="text-align: center;">Brought Forward</p> <p>made for the distribution of finance during the cashflow analysis.</p> <p>5. shall be accompanied by a full written method statement</p> <p>The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission.</p> <p>Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter.</p> <p>The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand.</p> <p>The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the contractor to comply with the requirements of the Agreement.</p> <p>No policy decisions other than the planning requirements, procedures and policies provided, will be enforced on the contractor regarding construction of the project and the contractor shall be responsible at all times for ensuring the accuracy, validity and reasonableness of programming information.</p> <p>Documentation will not be available in complete detail at the date of award of the contract. Non-availability of information will not be deemed an excuse for non-presentation of programmes. In the event of inadequate information, the contractor shall estimate the predicted time applications on available information and quality the submission accordingly.</p> <p>Development of the contract programme and method statement</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
---	---

Brought Forward	R
<p>Within two weeks of award of the contract, the contractor shall submit an updated contract programme and written method statement which shall include the latest information in sufficient detail to permit comprehensive monitoring.</p> <p>Progress of the works will be monitored by the principal agent. The contractor shall liaise with the principal agent in order to provide whatever information is required to facilitate such monitoring.</p> <p>Revisions to the contract programme</p> <p>Revisions to the contract programme may be introduced periodically by the contractor subject to compliance with the contract completion and handover dates.</p> <p>Providing the required consultation between the relevant parties has highlighted the implications of the required changes, the programming strategy on the project may be changed and the changes noted and specified on logic charts delivered to the principal agent. The changes to the programme will be recorded as firm and binding once the principal agent has sanctioned the said changes.</p> <p>A revision to the programme will not invalidate the contractual completion dates and applications for extensions of time will be processed by the principal agent in accordance with the conditions of contract.</p> <p>Should the contractor fail to submit a request for revision to the construction programme , progress monitoring shall be based on the latest revised programme sanctioned by the principal agent.</p> <p>The contractor shall make all his necessary revisions on the approved network sheets clearly marking, inter-alia, the logic changes and duration changes. These will then be processed by the necessary parties and then approved in the normal manner.</p> <p>Progress Monitoring</p> <p>The contractor shall provide regular progress reports showing actual and expected progress against the latest contract programme. Progress reports shall be</p>	
Carried Forward	R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

<p style="text-align: center;">Brought Forward</p> <p>submitted at each site progress meeting and shall outline the progress against key target dates and deviation which has occurred against the most recently updated control programme due to the progress reflected in the as-built construction programme.</p> <p>The status of each activity must also be reported as follows:</p> <p>Target - If the activity is not complete, the latest predicted completion date shall be supplied.</p> <p>Start - If the activity has commenced, the actual date shall be supplied.</p> <p>Finish - If the activity is complete, the actual completion date shall be supplied.</p> <p>Problems which may occur during execution of the contract must be specifically identified in progress reports under a separate section of the contractor's report.</p> <p>Should problems occur during the execution of the contract or the scope of work be increased or decreased, the contractor may be requested to increase the extent or the detail of the programme.</p> <p>The principal agent may recommend action to be taken by the contractor, including the revision of resource levels, but this information will not be binding on the contractor unless the recommendations are enforced in terms of the conditions of contract by the principal agent and will in no way relieve the contractor's responsibility to comply with the requirements of the Agreement.</p> <p>Extension of time</p> <p>Any extension of time which is granted by the principal agent will be annotated to affect selected activities in the programme and the associated activities will be incorporated by revisions to the programme by the contractor. Should the additional activities or the extension of time on existing activities fall on a non-critical area of the programme, extension will be limited to the activities affected by the said additional activities or extensions and the contract dates shall not be affected. If, however, the additional activities fall on the critical path, the principal agent shall take this into</p> <p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	---

Brought Forward		R
<p>account when granting any extension of time in terms of the conditions of contract.</p> <p>The contractor agrees that the contract completion date (i.e. the date for practical completion) has been stipulated in the contract for the benefit of the employer, so that, without derogating from the generality of the foregoing principle it is provide that:</p> <ol style="list-style-type: none"> 1. The contractor shall not be entitled to deliver the site and the works to the employer prior to the contract completion date and 2. Should there for any reason be any float period indicated in the contract programme prior to the contractual completion date then this float period shall be utilized to absorb any delays or extensions of time without affecting the contract completion date. 3. The contractor shall, at all times, ensure that, notwithstanding the approval or sanctioning, reviewing or inspection of a programme or any revision of a programme by the principal agent in the foregoing terms, practical completion and completion of the works shall take place strictly in accordance with this Agreement. <p>A defective or faulty programme, even if so sanctioned, approved, reviewed or inspected by the principal agent, shall therefore not constitute a cause for granting an extension of time for completion of the works or for entitling the contractor to the payment by the employer in terms of the contract of any loss, compensation or damage whatsoever.</p> <p>The contractor acknowledges that the principal agent's foregoing participation in the approval of development of, revisions to and updating of the Contract Programme shall take place in consultation with the principal agent. The contractor shall therefore provide the principal agent with such co-operation and/or information and/or access as they may reasonably require for such purposes.</p>		
Fixed	Item	
Value Related	Item	
Carried Forward		R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>		

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Time Related	Item		
63	Progress meetings (B4.3)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
64	Technical meetings (B4.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
65	Labour and plant records (B4.5)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>Samples, shop drawings and manufacturer's instructions (B5)</u>				
66	Samples of materials (B5.1)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
67	Workmanship samples (B5.2)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
		Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS					

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
68	Shop drawings (B5.3)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
69	Compliance with manufacturer's instructions (B5.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>Temporary works and plant (B6)</u>				
70	Deposits and fees (B6.1)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
71	Enclosure of the works (B6.2)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
72	Advertising (B6.3)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
73	Plant, equipment, sheds and offices (B6.4)				
		Fixed	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Value Related	Item		
		Time Related	Item		
74	Main notice board (B6.5)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
75	Subcontractors notice board (B6.6)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>Temporary services (B7)</u>				
76	Location (B7.1)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
77	Water (B7.2)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
78	Electricity (B7.3)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
79	Telecommunication facilities (B7.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
80	Ablution facilities (B7.5)				
		Fixed	Item		
		Value Related	Item		
81		Time Related	Item		
	<u>Prime cost amounts (B8)</u>				
82	Responsibility for prime cost amounts (B8.1)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>Attendance on nominated and selected subcontractors (B9)</u>				
83	General attendance (B9.1)				
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
84	Special attendance (B9.2)				
		Fixed	Item		
		Value Related	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
85	Commissioning - Fuel, water and electricity (B9.3)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	<u>Financial aspects (B10)</u>			
86	Statutory taxes, duties and levies (B10.1)			
	<i>Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)</i>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
87	Payment of preliminaries (B10.2)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
88	Adjustment of preliminaries (B10.3)			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities "			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
89	Payment certificate cash flow (B10.4)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
	<u>General (B11)</u>				
90	Protection of works (B11.1)				
	no specific hoarding, other than that as already being described in clause B6.2 is required				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
91	Protection/isolation of existing/sectionally occupied works(B11.2)				
	Protection is required				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
92	Site security (B11.3)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
93	Notice before covering work (B11.4)				
		Fixed	Item		
		Value Related	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

		Brought Forward		R	
		Time Related	Item		
94	Disturbance (B11.5)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
95	Enviromental disturbance (B11.6)				
		Fixed	Item		
		Time Related	Item		
		Value Related	Item		
96	Works cleaning and clearing (B11.7)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
97	Vermin (B11.8)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
98	Overhand work (B11.9)				
		Fixed	Item		
		Value Related	Item		
		Time Related	Item		
99	Instruction manuals and guarantees (B11.10)				
		Fixed	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R
	Value Related	Item	
	Time Related	Item	
100	As built information (B11.11)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
101	Tenant installations (B11.12)		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	Schedule of variables (B12)		
102	Pre-tender information (B12.1)		
	This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	12.1.1 Provisional bills of quantities (B12.1.1)		
	The quantities are provisional:		
	Yes		
	Carried Forward		R
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

Brought Forward		R	
<p>12.1.2 Availability of construction documentation (B12.1.2)</p> <p>Construction documentation is complete:</p> <p style="text-align: right;">Yes</p>			
<p>12.1.3 Interest of agents (B12.1.3)</p> <p style="text-align: right;">No</p>			
<p>12.1.4 Defined works area (B12.1.4)</p> <p><i>The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site</i></p>			
<p>12.1.5 Geotechnical investigation (B12.1.5)</p> <p>The geotechnical report is available for viewing at the offices of the Principal Agent</p> <p style="text-align: right;">No</p>			
<p>12.1.6 Existing premises occupied</p> <p>[3.4] Specific requirements: The contractor shall execute the works with as little noise and disturbance as possible</p>			
<p>12.1.7 Previous work - Dimensional accuracy (B12.1.7)</p> <p>[3.5] Details: No additional details</p> <p style="text-align: right;">No</p>			
<p>12.1.8 Previous work - defects</p> <p>[3.6] Details: No additional details</p>			
Carried Forward		R	
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>			

Brought Forward	R	
12.1.9 Services - known (B12.1.9)		
<i>Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent</i>		
12.1.10 Protection of trees		
[3.9] Specific requirements: No trees to be damaged or removed except those specifically designated in writing by the Architect		
12.1.11 Inspection of adjoining properties		
[3.11] Specific requirements: None		
12.1.12 Enclosure of the works		
[6.2] Specific requirements: Areas where work is taking place shall at all times be blocked off by appropriate means		
12.1.13 Offices		
[6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.		
Carried Forward	R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS		

Brought Forward	R
12.1.14 Main notice board	
<p>[6.5] Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.</p>	
12.1.15 Subcontractors' notice board	
<p>[6.6] A notice board is required (yes/no) NO</p> <p>Specific requirements:</p>	
12.1.16 Water	
<p>[7.2] Option A (by contractor) (yes/no) YES</p>	
12.1.17 Electricity	
<p>[7.3] Option A (by contractor) (yes/no) YES</p>	
Carried Forward	R
<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

Brought Forward			R
12.1.18 Telecommunications			
[7.4]	Telephone	(yes/no)	YES
	Facsimile	(yes/no)	YES
	E-mail	(yes/no)	YES
12.1.19 Ablution facilities			
[7.5}	Option A (by contractor)	(yes/no)	YES
	Option B (by employer)	(yes/no)	NO
12.1.20 Protection of existing/sectionally occupied works			
[11.2]	Protection is required		
	YES		
12.1.21 Special attendance			
	The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance		
[9.2]	Subcontractor (1) Details:		
	Subcontractor (2) Details:		
	Subcontractor (3) Details:		
Carried Forward			R
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

	Brought Forward		R
	12.1.22 Protection of the works		
	[11.1] Specific requirements: All work that requires protection during construction must be adequately protected up to practical completion by the contractor		
	12.1.23 Disturbance		
	[11.5] Specific requirements: The contractor shall execute the works with as little noise ,and disturbance as possible to adjoining buildings and the occupants therefore. it shall be expected keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
	12.1.24 Environmental disturbance		
	[11.6] Specific requirements: None		
103	Post-tender information (B12.2)		
	All post-tender information for this section will be determined once tender is awarded		
	Fixed	Item	
	Value Related	Item	
	Time Related	Item	
	12.2.1 Payment of preliminaries		
	[10.2] Option A (prorated) (yes/no) YES		
	Option B (calculated) (yes/no) NO		
	Carried Forward		R
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS		

		Brought Forward			R
	12.2.2 Adjustment of preliminaries				
	[10.3] Option A (three categories) (yes/no)				
	YES				
	Option B (detailed breakdown) (yes/no)				
	NO				
	12.2.3 Additional agreed preliminaries items				
	Details:				
	None				
104	Other post tender information (B12.3)				
	All post-tender information for this section will be determined once tender is awarded				
	Fixed	Item			
	Value Related	Item			
	Time Related	Item			
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>				
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item				
105	Clause C1 - Contract drawings				
	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed				
	Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent				
	Fixed	Item			
	Value Related	Item			
	Carried Forward				R
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
106	Clause C2 - General Preambles			
	The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
107	Clause C3 - Site instructions			
	All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only			
	Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R
108	<p>Clause C4 - Trade Names</p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <div style="text-align: right;">Fixed Item</div> <div style="text-align: right;">Value Related Item</div> <div style="text-align: right;">Time Related Item</div>		
109	<p>Clause C5 - Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer</p> <div style="text-align: right;">Fixed Item</div> <div style="text-align: right;">Value Related Item</div> <div style="text-align: right;">Time Related Item</div>		
110	<p>Clause C6 - As-built drawings</p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p> <div style="text-align: right;">Fixed Item</div> <div style="text-align: right;">Value Related Item</div>		
	Carried Forward		R
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS		

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
111	Clause C5 - Labour record			
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
112	Clause C6 - Plant record			
	At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
113	Clause C7 - Cession of monies			
	The contractor may cede his rights or claims to any monies due or to become due to him under this contract with written approval from the employer			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

		R	
Brought Forward			
Clause C8 - Occupational Health and Safety Act			
<p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as well as all new occupational health and safety acts requirement regarding the compliance of Covid 19</p> <p>It is required of the contractor to thoroughly study the latest Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p>			
PART A-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY - Construction health & safety documentation			
114	Clause C8.1.1 - Prepare and compile H&S plan as per site specification Health and safety Specifications (Section C3, Scope of Work), OHS Act & Regulations	Fixed	Item
Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Value Related	Item		
	Time Related	Item		
115	Clause C8.1.2 - Allow for the preparation and compilation of the site specific health and safety file, and a health and safety working file			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
116	Clause C8.1.3 - Appointment of a Registered Construction health and safety officer for the duration of the Contract as per Section 8(5) of the Construction Regulations 2014			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	PART B-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY - Personal Protective Clothing & Equipment			
117	Clause C8.2.1 - Foot protection (steel toe cap, gum boots, etc)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
118	Clause C8.2.2 - Clothing (Overalls Depicting Contractors Company name/identification)			
	Fixed	Item		
	Value Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
119	Clause C8.2.3 - Glove (leather, PVC, Acid Resistant, etc) Item			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
120	Clause C8.2.4 - Head Protection: Hardhats with air vents Colour Coded - Supervisory (Red) Labour (Green)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
121	Clause C8.2.5 - Ear protection (earmuffs with 30% protective value) Item			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
122	Clause C8.2.6 - Eye Protection (Face Shield, Goggles, Spectacles, etc)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
123	Clause C8.2.7 - Visibility (luminous high visibility safety vests/ jackets/ bibs/ etc)			
	Fixed	Item		
	Value Related	Item		
	Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
124	Clause C8.2.8 - Harness(double stranded safety harness with pylon hooks)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
125	Clause C8.2.9 - Portable ladders A-frame, extendable, length, material, etc.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
126	Clause C8.2.9 - Portable ladders A-frame, extendable, length, material, etc.			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
127	Clause C8.2.10 - Barricading/ Demarcation (Supply, Install & Removal) Demarcation perimeter (fence, shade netting, corrugated iron, shutter board, hard Barricade etc)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	PART C-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY - Occupational medical surveillance			
128	Clause C8.3.1 - Entry Medical Examinations by a SASOHN registered Occupational Health Nurse or a SASOM registered Occupational Medical Practitioner			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
129	Clause C8.3.2 - Exit Medical Examination			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
130	Clause C8.3.3 -Provision of a first aid kit			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
131	Clause C8.3.4 - Provision of a fire-fighting measures			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	PART D-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY Education, training, signage			
132	Clause C8.4.1 - Health and safety induction site access cards			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
133	Clause C8.4.2 - Basic First Aid training level one			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
134	Clause C8.4.3 - Health and Safety representative			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
135	Clause C8.4.4 - Construction (firefighting. General information, prohibitory, mandatory, warning, hazchem, photo luminescent, etc)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
136	Clause C8.4.5 - Health and Safety information display board in site office (emergency evacuation flow diagram, emergency contact numbers, electrical, general, etc)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
137	Clause C8.4.6 -Health and safety charts (OHS Act, Basic Conditions of Employment Act)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	PART E - OHS AC COMPLIANCE - IMPLEMENTATION OF THE HEALTH AND SAFETY Covid-19 Compliance management			
138	Clause C8.5.1 - Covid - 19 related signage and posters			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
139	Clause C8.5.2 - 2 x 3ply cloth masks			
	Fixed	Item		
	Value Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
140	Clause C8.5.2- hand sanitizers with 70% alcohol content			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
141	Clause C8.5.3 Decontamination agent / surface sanitizers			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
142	Clause C8.5.4 Surgical Gloves (for security and cleaning team)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
143	Clause C8.5.5 Non-contact thermometers			
	Fixed	Item		
	Value Related	Item		
	Carried Forward		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
	Time Related	Item		
144	Clause C8.5.6 Physical barriers to ensure social distancing (Compliance to Section 22 of the Covid-19 OHS Directive)			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
145	Clause C9 - Viewing of the hospital areas			
	The site is situated in a hospital area and the tenderer must arrange with the responsible hospital staff to obtain permission to enter the site for tendering purposes			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
146	Clause C10 - Commencement of Works in Hospital Areas			
	As the works falls within a hospital area the contractor must give the responsible staff member notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
147	Clause C11 - Entrance Permits to Hospital Areas As the works falls within a hospital area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer <div style="text-align: right;">Fixed</div> <div style="text-align: right;">Value Related</div> <div style="text-align: right;">Time Related</div>	Item Item Item		
148	Clause C12 - Security Check of Personnel The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works <div style="text-align: right;">Fixed</div> <div style="text-align: right;">Value Related</div> <div style="text-align: right;">Time Related</div>	Item Item Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

	Brought Forward		R	
149	<p>Clause C13 - HIV/Aids Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
150	<p>Clause C13.1 - Awareness Champion</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	<p>Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

	Brought Forward		R	
151	Clause C13.2 - Awareness Workshop			
	Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
152	Clause C13.3 - Posters, booklets, videos, etc.			
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
153	Clause C13.4 - Access to Condoms			
	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification			
	Fixed	Item		
	Value Related	Item		
	Time Related	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.1</u>			
	<u>EARTHWORKS</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Nature of ground</u>			
	The nature of the ground is assumed to be sandy weathered granite, therefore "earth", but possibly interspersed with "hard rock"			
	<u>Excavation for working space in rock</u>			
	Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be			
	<u>Carting away of excavated material</u>			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site			
	Carried Forward		R	
	Section No. 2 PREFABRICATED BUILDING Bill No. 1 Earthworks PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
<u>Filling</u>			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material			
<u>Soil poisoning</u>			
Ant and weed poisoning will be applied in accordance to SABS specifications by Registered and Approved Specialists who will issue a five (5) year guarantee. The contractor will only be paid for this items once they have produced the said certificate to the Principal Agent			
<u>EXCAVATION, FILLING, ETC</u>			
<u>EXCAVATIONS ETC</u>			
<u>Excavation in earth not exceeding 2m deep</u>			
1	Raft	m3	20
<u>Extra over excavations in earth for excavation in</u>			
2	Soft rock	m3	2
3	Hard rock	m3	1
<u>Extra over all excavations for carting away</u>			
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	20
<u>Risk of collapse of excavations</u>			
5	Sides of bulk excavations not exceeding 1,5m deep	m2	170
<u>Keeping excavations free of water</u>			
6	Keeping excavations free of water other than subterranean water		Item
Carried Forward			R
Section No. 2 PREFABRICATED BUILDING Bill No. 1 Earthworks PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

Brought Forward			R
<u>WEED KILLERS, INSECTICIDES, ETC</u>			
<u>Soil insecticide in accordance with SANS 5859</u>			
7	To bottoms and sides of trenches etc	m2	267
<p>Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 PREFABRICATED BUILDING Bill No. 1 Earthworks PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>			R

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.2</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Cost of tests</u>			
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately)			
	Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated			
	Carried Forward		R	
	Section No. 2 PREFABRICATED BUILDING Bill No. 2 Concrete, Formwork and Reinforcement PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

Brought Forward			R
<u>Formwork</u>			
Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use			
The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself			
Formworks to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described			
Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described			
Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"			
<u>REINFORCED CONCRETE</u>			
<u>25MPa/19mm concrete</u>			
1	Raft slab	m3	149
2	Raft beams	m3	24
Carried Forward			R
Section No. 2 PREFABRICATED BUILDING Bill No. 2 Concrete, Formwork and Reinforcement PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

Brought Forward			R
<u>CONCRETE SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a wood float</u>			
3	Surface beds, slabs, etc	m2	994
<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u>			
<u>Rough formwork to sides</u>			
4	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	162
<u>TEST CUBES</u>			
5	Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	Sets	10
<u>REINFORCEMENT</u>			
<u>Mild steel reinforcement to structural concrete work</u>			
6	8mm Diameter bars	t	3.000
<u>High tensile steel reinforcement to structural concrete work</u>			
7	12mm Diameter	t	2.500
8	10mm Diameter bars	t	2.000
<u>REINFORCEMENT</u>			
<u>Fabric reinforcement</u>			
9	Type 252 fabric reinforcement in concrete slabs etc	m2	994
Carried Forward to Summary of Section No. 2			R
Section No. 2			
PREFABRICATED BUILDING			
Bill No. 2			
Concrete, Formwork and Reinforcement			
PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

Item No		Quantity	Rate	Amount
<u>SECTION NO.2</u>				
<u>BUILDING WORK</u>				
<u>BILL NO.3</u>				
<u>WATERPROOFING</u>				
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371				

<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Waterproofing</u>				
Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee by an approved applicator. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
<u>DAMP-PROOFING OF WALLS AND FLOORS</u>				
<u>One layer of 250 micron "Consol Plastic USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>				
1	Under surface beds	m2	1,263	
Carried Forward to Summary of Section No. 2				R
Section No. 2 PREFABRICATED BUILDING Bill No. 3 Waterproofing PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO.2</u></p> <p><u>BUILDING WORKS</u></p> <p><u>BILL NO.4</u></p> <p><u>PREFABRICATED STRUCTURES</u></p> <p>For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371</p> <p>-----</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Particle board:</u></p> <p><u>Particle board shall comply with the following specifications:</u></p> <p>a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type</p> <p><u>PREFABRICATED BUILDING</u></p> <p>1 Design and construction of prefabricated building 66m x 15m, with 3m finished floor level to Ceiling height, as per the drawings attached. The drawing is to be used as a guideline of facilities required including wall panel, internal divisions, aluminium windows and doors, roof structure, roof covering, electrical supply: electrical points, wall sanction, plumbing first and second fix, oxygen points per bed, sanitaryware, floor finishes, walls finishes, ceiling finishes, medical curtains and fittings for beds and windows, HVAC that meets ICU standards, IT wiring, medical panel: sizes of medical panel inclusive of medical piping such as oxygen two outlets per bed, medical air one per bed, hot water supply, electrical points, Fire rating, Sound proofing and insulation and the standards they meet,</p> <p>The foundations and/or bases are measured (elsewhere)</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 2 PREFABRICATED BUILDING Bill No. 4 Prefabricated Structures PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>			
			R	

<p style="text-align: center;">Brought Forward</p> <p>The bidder to ensure that the pre-fabricated structure is durable for a minimum period of 15 years. All work to be guaranteed for patent and latent defects. The onus rests on the contractor to ensure that they obtain municipality approvals before commencing with installation of the prefabricated building</p> <p>The bidder to ensure HVAC and Hot water compliance with performance specification as per attached ANNEXURE A</p> <p>Designs to be in accordance with CSIR infrastructure guideline for Covid 19 care sites as per the document on the link provided</p> <ul style="list-style-type: none"> • https://thehillside.info/index.php?title=Infrastructure_Guidance_for_COVID-19/Alternate_Care_Sites • https://thehillside.info/index.php/Infrastructure_Guidance_for_COVID-19/Alternate_Care_Sites/COVID-19_A_Water_Professionals_Perspective <p><u>PREFABRICATED STRUCTURE TO COMPLY WITH THE BELOW PERFORMANCE SPECIFICATIONS</u></p> <p>Comply with the Agrément Certificate which makes use of the Performance certificate as per the SANS 10400-K and IUSS for Building Clinic Facilities with Innovative Building Technologies latest Revisions.</p> <ol style="list-style-type: none"> 1. Floors: A water-resistant floor to be constructed as per SANS 10400-J of concrete in accordance with the requirements of SANS 2001-CC1 or SANS 2001-CC2. 2. Walls <ol style="list-style-type: none"> a. Structural Strength and Stability; Any wall shall be designed and constructed to safely sustain any actions which can reasonably be expected to occur and in such a manner that any local damage (including cracking) or deformation do not compromise the opening and closing of doors and windows or the weather tightness of the wall and in the case of any structural wall, be capable of safely transferring such actions to the foundations supporting such wall. b. Sound/ Noise Acoustic insulation: A minimum of 49 dB shall be provided in facilities with <p style="text-align: center;">Carried Forward</p> <p>Section No. 2 PREFABRICATED BUILDING Bill No. 4 Prefabricated Structures PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	---

<p style="text-align: center;">Brought Forward</p> <p>Maternity areas. In other areas, a minimum of 41dB shall be provided.</p> <p>c. U-Value for External Walls. To Comply with SANS 10400-XA: 2011. Non-masonry walls shall achieve a minimum total R -value of</p> <ol style="list-style-type: none"> i. Climatic zones 1 and 6: 2,2 ii. Climatic zones 2, 3, 4 and 5: 1,9. <p>d. R-Value: External walls to Comply with a Minimum R-value of 0.35</p> <p>e. Water penetration: To Comply with the Agrément South Africa assessment criteria for the condensation in buildings provides which provides some basic explanations regarding condensation terminology and requirements.</p> <p>f. Rain Penetration: To comply with SANS 10400- K Section 4.5.2.</p> <p>g. Rising Damp: Installation to Comply with SANS 10400- K Section 4.5.3. Any material used, as a damp-proof course shall comply with the relevant requirements contained in SANS 248, SANS 298 or SANS 952-1, or shall be the subject of an Agrément certificate if the product is not covered by these standards.</p> <p>h. Behaviour in Fire: To comply with SANS 10400- K Section 4.6.</p> <ol style="list-style-type: none"> i. The fire performance and fire stability of walls shall be determined in accordance with the requirements of 4.5 and 4.7, respectively, of SANS 10400-T: 2011. ii. The fire resistance or non-combustibility of walls shall comply with the relevant requirements of the following sub clauses of SANS 10400-T: 2011. iii. Wall finishes shall comply with the requirements of 4.15 of SANS 10400-T: 2011. iv. Walls in inaccessible concealed spaces and service shafts shall be fire-stopped in accordance with the requirements of 4.39 and 4.40, respectively, of SANS 10400 T: 2011. v. Any services that penetrate or are recessed in walls in structural or <p style="text-align: center;">Carried Forward</p> <p>Section No. 2 PREFABRICATED BUILDING Bill No. 4 Prefabricated Structures PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
--	---

<p style="text-align: center;">Brought Forward</p> <p>separating elements shall be in accordance with the requirements of 4.41 of SANS 10400-T: 2011.</p> <p>3. Fenestration: To Comply with SANS 10400-XA: 2011</p> <ul style="list-style-type: none"> i. Buildings with up to 15 % fenestration area to nett floor area per storey comply with the minimum energy performance requirements. ii. Buildings with a fenestration area to nett floor area per storey that exceeds 15 % shall comply with the requirements for fenestration in accordance with SANS 204. iii. All fenestration air infiltration shall be in accordance with SANS 613. <p>4. Roof Assemblies: To Comply with SANS 10400-XA: 2011</p> <ul style="list-style-type: none"> a. A roof assembly that has metal sheet roofing fixed to metal purlins, metal rafters or metal battens shall have a thermal break consisting of a material with an R -value of not less than 0,2 installed between the metal sheet roofing and its supporting member. b. Metal sheeting types of roofing assembly construction shall achieve the minimum total R-value in accordance with 4.4.5.1, with the installation of insulation that has an R-value as specified in SANS 10400-XA: 2011 Section 4.4.5.3 <p>5. Deemed-to-Satisfy Requirements: The requirements of regulations K1, K2, K3 and K4 shall be deemed to be satisfied where the structural strength and stability of any wall, the prevention of water penetration into or through such wall, the fixing of any roof to such wall and the behaviour in a fire of such wall, as the case may be, comply with SANS 10400-K.</p>	<p style="text-align: center;">No</p>	<p style="text-align: center;">1</p>	<p style="text-align: center;">R</p>
<p style="text-align: center;">Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 PREFABRICATED BUILDING Bill No. 4 Prefabricated Structures PREFEBRICATED STRUCTURE AND EXTERNAL WORKS</p>			<p style="text-align: center;">R</p>

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>EXTERNAL WORKS</u>			
	<u>BILL NO.1</u>			
	<u>EARTHWORKS</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Nature of ground</u>			
	The nature of the ground is assumed to be sandy weathered granite, therefore "earth", but possibly interspersed with "hard rock"			
	<u>Excavation for working space in rock</u>			
	Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be			
	<u>Carting away of excavated material</u>			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site			
	Carried Forward		R	
	Section No. 3 EXTERNAL WORKS Bill No. 1 Bulk Earthworks PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
<u>Filling</u>			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material			
<u>Soil poisoning</u>			
Ant and weed poisoning will be applied in accordance to SABS specifications by Registered and Approved Specialists who will issue a five (5) year guarantee. The contractor will only be paid for this items once they have produced the said certificate to the Principal Agent			
<u>SITE CLEARANCE</u>			
<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	1,246
<u>REMOVAL OF TREES ETC</u>			
<u>Taking out and removing, grubbing up roots, filling in holes and compacting to 93% Mod AASHTO density</u>			
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1
<u>BULK EXCAVATION, FILLING, ETC</u>			
<u>EXCAVATIONS ETC</u>			
<u>Open face excavation in earth over sloping site</u>			
3	Open face excavation	m3	561
<u>Extra over excavation in earth for excavation in</u>			
4	Soft rock	m3	6
5	Hard rock	m3	28
Carried Forward			R
Section No. 3 EXTERNAL WORKS Bill No. 1 Bulk Earthworks PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward				R
	<u>Extra over all excavations for carting away</u>			
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	561	
	<u>Risk of collapse of excavations</u>			
7	Sides of trench and hole excavations not exceeding 1 500mm deep	m2	76	
	<u>Keeping excavations free of water</u>			
8	Keeping excavations free of all water other than subterranean water		Item	
	<u>FILLING ETC</u>			
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted in layers not exceeding 150mm to 93% Mod AASHTO density</u>			
9	Under floors, steps, pavings, etc	m3	561	
	<u>Approved G7 filling supplied and carted by the contractor and compacted in layers not exceeding 150mm to 93% Mod AASHTO density</u>			
10	Under floors, steps, pavings, etc	m3	187	
	<u>Compaction of surfaces</u>			
11	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	1,246	
	<u>TESTS</u>			
	<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>			
12	"Modified AASHTO Density" test	No	10	
Carried Forward				R
Section No. 3 EXTERNAL WORKS Bill No. 1 Bulk Earthworks PREFABRICATED STRUCTURE AND EXTERNAL WORKS				

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>EXTERNAL WORKS</u>			
	<u>BILL NO.2</u>			
	<u>SOIL DRAINAGE</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>"Polycop" polypropylene pipes:</u>			
	Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated			
	Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions			
	All pipe diameters are nominal external			
	<u>"Polylink" polypropylene pipes:</u>			
	Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints			
	Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured			
	Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers			
	Carried Forward		R	
	Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

Brought Forward	R
<p>Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers</p> <p>Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same</p> <p>All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>Concrete pipes:</u></p> <p>Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings</p> <p><u>Vitrified clay pipes:</u></p> <p>Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid</p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings</p> <p><u>uPVC pipes and fittings:</u></p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings:</u></p> <p>Pipes for water supply shall be of class 51 UPVC</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p>	
Carried Forward	R
<p>Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

Brought Forward	R
<p>Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Lead pipes and fittings</u></p> <p>All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p>	
Carried Forward	R
<p>Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

Brought Forward	R
<p><u>Septic tanks</u></p> <p>Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions</p> <p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> <p><u>Excavations</u></p> <p>No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling</p> <p>"Soft rock" and "hard rock" shall be as defined in "Earthworks"</p> <p><u>Laying, backfilling, bedding, etc. of pipes</u></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding</p> <p><u>"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.</u></p> <p>Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described</p>	
Carried Forward	R
<p>Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFABRICATED STRUCTURE AND EXTERNAL WORKS</p>	

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc			
<u>SOIL DRAINAGE</u>			
<u>"Corflo" double walled radial ribbed class 51 uPVC pipes with intergral moulded cuff joint</u>			
1	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation)	m	8
2	110mm Pipes laid in and including trenches not exceeding 1m deep	m	176
3	110mm Pipes laid in and including trenches not exceeding 1m deep	m	40
<u>Extra over "Corflo" double walled radial ribbed class 51 uPVC pipes with integral moulded cuff joints and rubber seal rings for uPVC fittings</u>			
4	110mm Bend	No	16
5	110mm Junction	No	4
<u>uPVC gulleys</u>			
6	110mm Gully not exceeding 750mm deep including standard pre-cast concrete sorround	No	10
<u>Inspection chambers (covers elsewhere)</u>			
7	Inspection chamber 450 x 600mm x exceeding 750mm and not exceeding 1000mm deep internally	No	6
<u>Covers, etc</u>			
8	600 x 650mm x 74kg Type 8A cast iron double seal manhole cover and frame	No	6
Carried Forward			R
Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
<u>The following in catchpits, junction boxes and inlet manholes</u>			
<u>Precast concrete circular inspection chambers, with and including manhole cover and frame all as per Engineer's drawings</u>			
9	Inspection chamber 1000mm diameter and not exceeding 750mm deep internally	No	4
10	Inspection chamber 1000mm diameter and exceeding 750mm and not exceeding 1000mm deep internally	No	1
11	Inspection chamber 1000mm diameter and exceeding 1000mm and not exceeding 2000mm deep internally	No	2
<u>Covers etc</u>			
12	Saint Gobain Pipelines South Africa (Besaans-du Plessis foundries) medium duty Type 1B circular pavement manhole (Code: 02240), size 650mm Ø x 135kg.	No	7
13	Lifting key for manhole cover	No	1
<u>PROVISIONAL AMOUNTS</u>			
14	Provide an amount of R250 000.00 (Two Hundred Fifty Thousand Rand) for relocation of the existing underground services which was not clearly defined at the time of tender to be used at the discretion of the Principal Agent	Item	250,000.00
Carried Forward to Summary of Section No. 3			R
Section No. 3 EXTERNAL WORKS Bill No. 2 Soil Drainage PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>EXTERNAL WORK</u>			
	<u>BILL NO.3</u>			
	<u>PAVINGS, ETC.</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>Materials and workmanship must be in accordance to the following SABS 1200 specifications:</u>			
	C - Site clearance			
	D - Earthworks			
	DM - Earthworks (Roads, subgrade)			
	M - Roads (General)			
	ME - Sub-base			
	MF - Base			
	MK - Kerb and Channeling			
	MM - Ancillary Roadworks			
	<u>Earthworks</u>			
1	Rip and scarify ground level to a depth of 150mm and consolidate to 90% mod. AASHTO density (minimum CBR 3)	m2	166	
	<u>Interlocking paving</u>			
2	60mm Thick double interlocking (DZZ) precast red coloured concrete paving blocks laid in a herringbone pattern on and including 20mm sand founding layer and covered with sandlayer and sweep into joints	m2	166	
	<u>WEED KILLERS, INSECTICIDES, ETC</u>			
	<u>Soil insecticide in accordance with SANS 5859</u>			
3	Weed-killing treatment of surface under paving	m2	166	
	Carried Forward		R	
	Section No. 3 EXTERNAL WORKS Bill No. 3 Paving, ETC PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
4	Ant poison treatment of surface under paving	m2	166
	<u>Kerbs, etc</u>		
	<u>25 MPa precast concrete kerbs finished smooth on all exposed surfaces with top angles rounded and bedded in cement mortar in 1m lengths</u>		
5	Barrier kerbsize 150mm wide x 250mm high with one side chamfered for height of 120mm to 125mm wide at top	m	172
Carried Forward to Summary of Section No. 3			R
Section No. 3			
EXTERNAL WORKS			
Bill No. 3			
Paving, ETC			
PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

Item No		Quantity	Rate	Amount
	<u>SECTION NO.3</u>			
	<u>EXTERNAL WORK</u>			
	<u>BILL NO.4</u>			
	<u>CONSERVANCY TANK</u>			
	For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades specification PW371			

	<u>SITE CLEARANCE ETC</u>			
	<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	81	
	<u>EXCAVATION, FILLING, ETC</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
2	Holes	m3	104	
	<u>Extra over all excavations for carting away</u>			
3	Extra over all excavations for carting away surplus material from excavations and/or stockpile on site to a dumping site to be located by the Contractor	m3	30	
	<u>Risk of collapse of excavations</u>			
4	Sides of trench and hole excavations not exceeding 1,5m deep	m2	220	
	Carried Forward		R	
	Section No. 3 EXTERNAL WORKS Bill No. 4 Conservancy Tank PREFABRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
<u>Earth filling obtained from the excavations and /or prescribed stock piles on site including compacted to 93% Mod AASHTO density</u>			
5	Backfilling to trenches, holes, etc	m3	28
6	Under floors, steps, paving, etc	m3	15
<u>Keeping excavations free of water</u>			
7	Keeping excavations free of all water other than subterranean water		
		Item	
<u>REINFORCED CONCRETE</u>			
<u>25MPa/19mm concrete</u>			
8	Surface beds	m3	5
9	Slab	m3	6
10	Strip footings	m3	6
<u>Grooves, channels, mortice , sinkings, etc in concrete</u>			
<u>SMOOTH FORMWORK (DEGREE OF ACCURACY I)</u>			
<u>Smooth formwork to sides</u>			
11	Edges, risers, ends and reveals not exceeding 300mm high or wide as item 13/66	m	50
<u>Smooth formwork to soffits</u>			
12	Vanity slabs, cupboard slabs, cover slabs, etc propped up not exceeding 1,5m high	m2	34
<u>REINFORCEMENT</u>			
Carried Forward			R
Section No. 3 EXTERNAL WORKS Bill No. 4 Conservancy Tank PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R
<u>Fabric reinforcement</u>			
13	Type 252 fabric reinforcement in concrete slabs etc	m2	68
14	Type 252 fabric reinforcement in one and half brick wall	m2	38
<u>MASONRY</u>			
<u>Brickwork of NFP bricks in class II mortar including self compacting C25 mass concrete infill</u>			
15	One and half brick walls	m2	38
<u>Brickwork reinforcement</u>			
16	150mm Wide reinforcement built in horizontally	m	209
<u>BRICKWORK SUNDRIES</u>			
17	Leave or form opening through one brickwall for pipe exceeding 100mm and n.e 200mm diameter	No	2
<u>PLASTERING</u>			
<u>Watertight cement plaster on brickwork</u>			
18	On walls	m2	38
<u>PLUMBING AND DRAINAGE</u>			
<u>uPVC pipes</u>			
19	110mm Pipes	m	20
<u>Extra over uPVC pipes for fittings</u>			
20	110mm Tee	No	1
21	110mm Bend	No	1
<u>SUNDRIES</u>			
Carried Forward			R
Section No. 3 EXTERNAL WORKS Bill No. 4 Conservancy Tank PREFEBRICATED STRUCTURE AND EXTERNAL WORKS			

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Brought Forward			R	
<u>Precast concrete circular inspection chambers, with and including manhole cover and frame</u>				
22	Inspection chamber 1000mm diameter and exceeding 750mm and not exceeding 1000mm deep internally	No	6	
23	Inspection chamber 1000mm diameter and exceeding 1000mm and not exceeding 2000mm deep internally	No	4	
24	Testing drainage pipe system		Item	
<u>Cover, etc</u>				
25	450 x 650mm x 74kg Type 8A cast iron double seal manhole cover and frame	No	10	
26	Lifting key for manhole cover	No	1	
Carried Forward to Summary of Section No. 3			R	
Section No. 3 EXTERNAL WORKS Bill No. 4 Conservancy Tank PREFEBRICATED STRUCTURE AND EXTERNAL WORKS				

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

[illegible]

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES	71	
2	PREFABRICATED BUILDING	83	
3	EXTERNAL WORKS	100	
	Sub Total(1)	R	
	<u>ELECTRICAL, ELECTRONICAL AND MECHANICAL INSTALLATION</u>		
	<u>PART B: ELECTRICAL INSTALLATIONS</u>		
	Electrical Installation (VAT excluded carried over from a Separate Document)	Item	
	<u>PART C: HEATING, VENTILATION AND AIR CONDITIONING INSTALLATION</u>		
	HVAC Installation (VAT excluded. carried over from a Separate Document)	Item	
	<u>PART D: HOT WATER</u>		
	Hot Water Installation (VAT excluded carried over from a Separate Document)	Item	
	<u>PART E: MEDICAL GAS</u>		
	Medical Gas Installation (VAT excluded carried over from a Separate Document)	Item	
	Sub-total(3)	R	
	<u>CONTINGENCIES</u>		
	<u>Contingencies:</u>		
	Provide the amount of R800,000.00 (Eight Hundred Thousand Rand) for contingencies to be used at the discretion of the Principal Agent at whole or part	Item	800,000.00
	Carried Forward	R	
	PREFABRICATED STRUCTURE AND EXTERNAL WORKS		

**TSHILIDZINI HOSPITAL - COVID-19
PROVISIONAL BILLS OF QUANTITIES**

[illegible]

PART B- ELECTRICAL INSTALLATION

LIMPOPO DEPARTMENT OF HEALTH

BILL OF QUANTITIES

NB **TENDERERS MUST COMPLETE THE BILL OF QUANTITIES IN BLACK INK**

SUMMARY ELECTRICAL REPAIR WORK

SCHEDULE NO	DESCRIPTION	AMOUNT
SECTION 1	36 BEDS WARD PREFAB WARD	
SECTION 2	STANDBY GENERATOR SERVICES	
SECTION 3	TRANSFORMER SERVICE REPAIR WORKS	
TOTAL OF SCHEDULE OF QUANTITIES - ELECTRICAL REPAIR WORK CARRIED TO ELECTRICAL TOTAL: EXCL VAT		
TOTAL OF SCHEDULE OF QUANTITIES - ELECTRICAL REPAIR WORK CARRIED TO ELECTRICAL TOTAL VAT		
TOTAL OF SCHEDULE OF QUANTITIES - ELECTRICAL REPAIR WORK CARRIED TO ELECTRICAL TOTAL: INCLUDING VAT		

SIGNED ON BEHALF OF TENDERER:

BILL OF QUANTITIES

TENDERERS MUST COMPLETE THE BILL OF QUANTITIES IN BLACK INK**36 BEDS PREFAB WARD ELECTRICAL WORKS**

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
3,00	<u>36 BEDS PREFAB WARD ELECTRICAL WORKS</u>				
3,10	<u>DISTRIBUTION BOARDS</u>				
3,11	.01 Supply and installation distribution board				
	.01 SU1 Surface mounted DB	No	1		
	.02 SU1 Flush mounted DB	No	1		
	.03 SU2 Surface mounted DB	No	1		
	.04 SU2 Flush mounted DB	No	1		
3,12	.02 Service, Repair and Clean distribution board				
	.01 Surface mounted DB	No	1		
	.02 Flush mounted DB	No	1		
3,13	.03 Supply and installation of circuit breakers (SABS) Approved				
	.01 10 - 20A, 6kA single pole	No	15		
	.02 10 - 20A, 6kA double pole	No	15		
	.03 30 - 50A, 6kA single pole	No	4		
	.04 10 - 20A, 6kA tripple pole	No	4		
	.05 30 - 50A, 6kA triple pole	No	2		
	.06 60 - 100A, 6kA triple pole	No	2		
3,14	.04 Supply and installation of isolators (SABS) Approved				
	.01 60A, 6kA single pole	No	1		
	.02 100A, 6kA single pole	No	1		
	.03 60A, 6kA double pole	No	1		
	.04 100A, 6kA double pole	No	2		
	.05 60 - 100A, 6kA triple pole	No	2		
3,15	.05 Supply and installation of contactors (SABS) Approved				
	.01 10-30A, 3 pole	No	2		
Carried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
ought forward					
3,16	.06 Supply and install switching timers				
	.01 Electronic timer with 24hr time reserve	No	1		
3,17	.07 Supply and install earth leakage units (SABS) Approved				
	.01 60A, 5kA double pole	No	2		
3,18	.08 Supply and install surge arrestors				
	.01 1 Pole and Neutral 275V 5kA with indication	No	1		
	.02 3 Pole and Neutral 275V 10kA with indication	No	1		
3,20	LOW VOLTAGE CABLE INSTALLATIONS Supply and installation of PVC SWA PVC cable and Bare Copper Earth Wire in sleeves and in trenches				
3,21	Supply and install cables				
	.01 16 mm ² x 2 -core PVC/SWA/PVC Cu	m	10		
	.02 16 mm ² x 3 -core PVC/SWA/PVC Cu	m	10		
	.03 16mm ² x 4 -core PVC/SWA/PVC Cu	m	10		
	.04 25 mm ² x 4 -core PVC/SWA/PVC Cu	m	200		
	.05 10mm ² BCEW	m	15		
	.06 16mm ² BCEW	m	200		
3,22	Termination of low voltage cable				
	.01 No.2 Steel Gland c/w Shroud and Lugs	each	10		
	.02 No.3 Steel Gland c/w Shroud and Lugs	each	2		
3,30	WIRING				
3,31	Supply and install wiring				
	.01 2.5 mm ² PVC insulated	m	4000		
	.02 4 mm ² PVC insulated	m	3000		
	.03 6 mm ² PVC insulated	m	1000		
	.04 1.5 mm ² BCEW	m	2000		
	.05 2.5 mm ² BCEW	m	1500		
	.06 4 mm ² BCEW	m	500		
arried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
rought forward					
3,40	<u>LIGHTING INSTALLATION</u>				
3,41	Supply and install Light Fittings				
.01	Wall mounted fitting 15W CFL bulkhead Type A, with 15 minutes backup	No	8		
.02	2 x 9W CFL circular downlighters Type C, with 15 minutes backup	No	10		
.03	600x600 Recessed Flourescent 3x14W LBR Type L3, with 15 minutes backup	No	10		
.04	1200x600 Recessed Flourescent 3x28W LBR Type L3, with 15 minutes backup	No	20		
.05	Emergency Exit sign with 15 min back up	No	4		
.06	1200mm 2x28 T5 Open channel	No	30		
.07	1500mm 2x35 T5 Vapour Proof	No	4		
.08	1200mm 2x28 T5 Enclosed channel	No	20		
3,42	Service, Repair and Clean luminaires				
.01	18-36W fluorescent fitting	No	10		
.02	40-75W fluorescent fitting	No	10		
.03	Down Light fitting	No	10		
.04	Wall/Ceiling Bulkhead fitting	No	10		
3,43	Supply and install lamps				
.01	18W 0.8m Flourescent	No	50		
.02	36W 1200mm Flourescent	No	50		
.03	58W 1500mm Flourescent	No	50		
.04	75W 2400mm Flourescent	No	50		
.05	11W-20W Energy saving bulbs(ES or BC)	No	50		
3,44	Supply and installation of internal luminaire components				
.01	Choke for 18W Fluorescent	No	5		
.02	Choke for 36W Fluorescent	No	15		
.03	Choke for 58W Fluorescent	No	10		
.04	Choke for 75W Fluorescent	No	10		
.05	Fluorescent starter	No	5		
3,45	Supply and installation of light switches				
.01	16A, one lever, one way	No	10		
arried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
ought forward					
	.02 16A, two lever, one way	No	3		
	.03 Occupancy Sensor	No	25		
	.04 National or equal 16A unit with bracket and monted in dummy bulkhead fitting	No	4		
3,46	Service, Repair and Clean light switches				
	.01 16A, one lever, one way	No	10		
	.02 16A, two lever, one way	No	10		
3,47	Supply and install light switch covers				
	.01 16A, one lever, one way	No	10		
	.02 16A, two lever, one way	No	10		
3,50	<u>POWER OUTLETS</u>				
3,51	Supply and installation of socket outlets				
	.01 16A, single SSO	No	5		
	.02 16A, double SSO	No	5		
	.03 16A, Single SSO Power skirting mounted	No	10		
	.04 16A, dedicated SSO Power skirting mounted	No	10		
	.05 16A, Single SSO power bed head mounted(Red) c/w cover	No	10		
	.06 16A, dedicated SSO power bed head mounted(Blue) c/w cover	No	10		
3,52	Service, Repair and Clean socket outlets				
	.01 16A, single SSO	No	10		
	.02 16A, double SSO	No	10		
	.03 16A, Single SSO Power skirting mounted	No	15		
	.04 16A, dedicated SSO Power skirting mounted	No	15		
	.05 16A, Single SSO power bed head mounted(Red) c/w cover	No	10		
	.06 16A, dedicated SSO power bed head mounted(Blue) c/w cover	No	12		
3,53	Supply and Install socket isolators				
	.01 20A, 2 pole	No	7		
	.02 30A, 2 pole	No	15		
	.03 30A, 2 pole with cord grip	No	10		
	.04 30A, 2 pole with York box S15	No	5		
	.05 60A, 2 pole	No	4		
arried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
ought forward					
3,54	Service, Repair and Clean isolators				
.01	20A, 2 pole	No	15		
.02	30A, 2 pole	No	15		
.03	60A, 2 pole	No	15		
3,60	<u>BED HEAD UNITS</u>				
3,61	Supply and installation of bed head units				
.01	2Beds Horizontal Bedhead Unit for COVID-19	No	10		
.02	4Beds Horizontal Bedhead Unit for COVID-19	No	4		
3,62	Service, Repair and Clean of bed head units				
.01	2Beds Horizontal Bedhead Unit for COVID-19	No	1		
.02	4Beds Horizontal Bedhead Unit for COVID-19	No	1		
3,70	<u>ISOLATION TRANSFORMER AND ISOLOC</u>				
3,71	Supply and installation of isolation transformer and isoloc				
.01	Hospital Isoloc Type 315RM 220V	No	2		
.02	5kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	1		
.03	8kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	2		
.04	10kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	1		
3,72	Service, Repair and Clean of isolation transformer and isoloc				
.01	Hospital Isoloc Type 315RM 220V	No	1		
.02	5kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	1		
.03	8kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	1		
.04	10kVA 230/115-0-115V 1ph Air cooled, Isolation transformer	No	1		
3,80	<u>UN-INTERRUPTED POWER SUPPLY</u>				
3,81	Supply and installation of un-interrupted power supply				
.01	The supply, off-loading positioning and installation of a 10kVA un interrupted power supply 230V in 230V out with 15 minutes back up	No	1		
.02	The supply, off-loading positioning and installation of a 15kVA un interrupted power supply 400V in 400V out with 15 minutes back up	No	1		
3,82	Service, Repair and Clean of un-interrupted power supply				
.01	3 -10kVA un interrupted power supply 230V in 230V out with 15 minutes back up	No	1		
arried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
rought forward					
3,90	<u>FIXED APPLIANCE AND COMPONENTS</u>				
3,91	Replace geyser components				
.01	Replace domestic geyser element	No	1		
.02	Replace domestic geyser thermostat	No	1		
3,92	Replace domestic stove components				
.01	150 - 160 dia solid plate	No	1		
.02	170 - 190 dia solid plate	No	1		
.03	200 - 220 dia solid plate	No	1		
.04	Five/six heat switch	No	1		
.05	Oven buttom element	No	1		
.06	Oven top element	No	1		
3,93	Replace connection from isolator to fixed appliance,with flexible copex(sprague) conduit and conductors, eg stove or geyser				
.01	Stove: 2 x 6mm ² PVC and 2.5mm ² BCEW conductors	m	10		
.02	Geyser: 2 x 4mm ² PVC and 2.5mm ² BCEW conductors	m	10		
3,94	Service, Repair and Clean hydroboils				
.01	Hydroboil element	No	10		
.02	Replace hydroboil which cannot be repaired or serviced	No	1		
4,00	<u>WIRE WAYS CONDUITS AND ACCESSORIES</u>				
4,01	Supply and installation conduit				
.01	20 mm dia Galv, Steel	m	100		
.02	20 mm dia PVC	m	300		
4,02	Supply and install outlet(draw) boxes				
.01	100 x 50 Galv,Steel	No	12		
.02	100 x 100 Galv,Steel	No	10		
.03	50 x 100mm white enamel extension box	No	16		
arried forward					

36 BEDS PREFAB WARD ELECTRICAL WORKS

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
ought forward					
4,03	.04 100 x 100mm white enamel extension box	No	12		
	.05 Circular 20mm	No	10		
	Supply and install outlet(draw) boxes:				
	.01 200mm Wide cable ladder HDG	m	100		
	.02 Medium duty cable ladder 90° albows suitable for:				
	.01 200mm ladder	m	10		
4,04	.03 Medium duty cable ladder T-sections suitable for:				
	.01 200mm ladder	m	3		
	Supply and Install draw box cover plates (white enamel) to fit:				
	.01 100mm x 50mm box	No	10		
	.02 100mm x 100mm box	No	10		
4,05	.03 Circular galvanised box	No	10		
	Supply and Install Wiring Channel:				
	P9000 (176 x 76 x 0.8) Galvanised steel channel complete with all connectors and galvanised cover, complete with hangers and knockouts for 5A three-pin socket outlets at 1000mm centres. Contractor to allow for additional knock-outs as required.	m	200		
	Supply and Install Power Skirting:				
	.01 Supply, deliver and install White PVC Powerskirting Two Compartment Two Cover complete with all connectors and covers- CABSRUT or similar.	m	100		
Total Carried to Summary of Cost (Excl.VAT)					

BILL OF QUANTITIES

TENDERERS MUST COMPLETE THE BILL OF QUANTITIES IN BLACK INK**STANDBY POWER REPAIR WORKS**

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
5,00	<u>STANDBY GENERATOR REPAIR WORKS</u>				
5,10	Mandatory periodical services not included in preventative maintenance items listed above				
5,11	Clean and repair genset plant room	No	1		
5,12	Service 200-800kVA generator set	No	1		
5,13	Supply diesel fuel	Litre	1000		
5,14	Supply diesel oil	Litre	50		
5,20	<u>GENERATOR</u>				
5,21	Replace starter battery	No	2		
5,22	Repair the generator control panel				
	.01 Repair generator control panel	No	1		
	.02 Replace the control panel which cannot be repaired or serviced.	No	1		
5,23	Supply and install padlocks	No	2		
5,24	Supply and install fuel water separator with automatic water dump	No	1		
5,25	Replace body solenoid	No	1		
Total Carried to Summary of Cost (Excl.VAT)					

BILL OF QUANTITIES

TENDERERS MUST COMPLETE THE BILL OF QUANTITIES IN BLACK INK**MV SWITCHGEAR, CABLE TRANSFORMER WORKS**

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
6,00	<u>TRANSFORMER WORKS</u>				
6,10	Mandatory periodical services not included in preventative maintenance items listed above				
6,11	Clean and repair transformer plant room	No	1		
6,12	Service 200 - 800kVA transformer	No	2		
6,13	Supply and install padlocks	No	2		
6,14	Supply new transformer oil	litres	50		
6,15	Supply and install fuel water separator with automatic water dump	No	1		
6,20	<u>MV ROOM</u>				
6,21	Clean and repair MV plant room	No	1		
6,22	Service 200-800A Air circuit breakers	No	2		
6,23	Service metering and protection units	No	1		
6,24	Supply and install padlocks	No	2		
Total Carried to Summary of Cost (Excl.VAT)					

PART C- HVAC

ITEM	DESCRIPTION	AMOUNT
1	Heating Ventilation and Air Conditioning	
	Subtotal 1	
	TOTAL EXCLUDING VAT	

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		HEATING VENTILATION AND AIR CONDITIONING				
		Supply, installation and commissioning of heating ventilation & air conditioning systems, complete with fittings and filters.				
		PRE-FABRICATED CONTAINER				
2.1		FRESH AIR FANS				
		Supply and install Inline axial flow fresh air supply fans complete with pre-cooler and heater , in lined attenuators, vibration isolation, filtration system, square to round transformations, supports and electric controls.				
2.1.1		Air Flow :360l/s @ 460Pa, including a 50 kW pre-cooler/37.5 kW pre-heater, complete with primary and secondary	No.	1		
		SUPPLY AIR INSULATED DUCTWORK				
		Supply and install externally insulated ductwork to SABS as specified and detailed on the drawings; including wall boxes, bends, flanges, transformation pieces, insulation, flexible connections, with all accessories as required for a complete installation				
		Sizes as follows:				
		DUCTWORK FOR FRESH AIR SYSTEM				
2.1.3		Ø 250mm galvanised duct	m	30		
2.1.4		Ø 200mm galvanised duct	m	20		
2.1.5		Ø 150mm galvanised duct	m	60		
		Attenuators				
		Supply and install Sound attenuators to the fresh air system				
2.1.6		Flow: 360 l/s @ 450 Pa, Size: 1200mm x900mmx1000mm Long	No.	2		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		Supply Air Diffusers				
		Supply and install supply air diffusers complete with all necessary fixtures and accessories				
2.1.8		Size: 300x300mm, complete with 100mm dia spigot	No.	25		
		Volume Control Dampers				
		Supply and install volume control dampers complete with all necessary fixtures and accessories on all the diffusing points				
2.1.9		Size: 150mm diameter, butterfly type dampers	No.	25		
2.2		EXHAUST AIR FANS				
		Supply and install Inline axial flow exhaust air fans complete with in lined attenuators, vibration isolation, square to round transformations, supports and electric controls.				
2.2.1		Air Flow : 540l/s @ 600Pa, complete with primary, secondary and HEPA filtration	No.	1		
		EXHAUST AIR DUCTWORK				
		Supply and install external ductwork to SABS as specified and detailed on the drawings; including wall boxes, bends, flanges, transformation pieces, insulation, flexible connections, with all accessories as required for a complete installation				
		Sizes as follows:				
		DUCTWORK FOR EXHAUST AIR SYSTEM				
2.2.3		Ø 300mm galvanised duct	m	30		
2.2.4		Ø 250mm galvanised duct	m	25		
2.2.5		Ø 150mm galvanised duct	m	60		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		Attenuators				
		Supply and install Sound attenuators to the exhaust air system				
2.2.6		Flow: 540 l/s @ 600 Pa, Size: 1200mm x900mmx1000mm Long	No.	2		
		Extraction Disc Valves				
		Supply and install extraction disc valves complete with all necessary fixtures				
2.2.8		Size: 300x300mm, complete with 200mm dia spigot	No.	25		
		Volume Control Dampers				
		Supply and install volume control dampers complete with all necessary fixtures and accessories on all extraction points				
2.2.9		Size: 200mm diameter, butterfly type dampers	No.	25		
		WEATHER LOUVRE				
		Supply and install weather louvre complete with all necessary fixtures				
2.2.10		350x350mm weather louvre	No.	2		
2.3		MIDWALL UNIT				
2.3.1		Inverter, Wall Mounted Type, Nominal Cooling Capacity of 5.6 kW , Nominal Heating Capacity of 6.0 kW	No.	2		
TOTAL CARRIED TO SUMMARY						

PART D- HOT WATER

ITEM	SUMMARY, HOT WATER SUPPLY, PRE-FABRICATED CONTAINERS	AMOUNT
1	Hot Water Subtotal 1 VAT @ 15%	
	TOTAL INCLUDING VAT	

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		HOT WATER, PRE-FABRICATED CONTAINER				
2,1	SABS 460	Class 0 copper water piping including short lengths, etc., as before described Including short lengths, cutting, plain couplings and capillary solder jointing strictly in accordance with the Manufacturer's instructions, complete with insulation and galvanised cladding				
2,1,1		54mm Ø Pipe	m	50		
2,1,2		42mm Ø Pipe	m	35		
2,1,3		35mm Ø Pipe	m	20		
2,1,4		28mm Ø Pipe	m	30		
2,2	SABS 1067 Part 2	Copper fittings (reducers)				
2,2,1		54mm - 42mm Ø	No.	2		
2,2,2		42mm - 35mm Ø	No.	2		
2,2,3		35mm - 28mm Ø	No.	2		
2,3	SABS 1067 Part 2	Copper fittings (90° elbows)				
2,3,1		54mm Ø Pipe	No.	3		
2,3,2		42mm Ø Pipe	No.	6		
2,3,3		35mm Ø Pipe	No.	5		
2,3,4		28mm Ø Pipe	No.	3		
2,4	SABS 1067 Part 2	Copper fittings (Tee)				
2,4,1		54x54x22mm T	No.	2		
2,4,2		54x54x15mm T	No.	2		
2,4,3		42x42x28mm T	No.	2		
2,4,4		42x42x22mm T	No.	2		
2,4,5		42x42x15mm T	No.	3		
2,4,6		35x35x22mm T	No.	1		
2,4,7		35x35x15mm T	No.	1		
2,4,8		28x28x22mm T	No.	1		
2,4,9		28x28x15mm T	No.	1		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
2,5		Isolating ball valve				
2,5,1		54mm Ø isolating valve	No.	3		
2,5,2		42mm Ø isolating valve	No.	3		
2,5,3		35mm Ø isolating valve	No.	3		
2,5,4		28mm Ø isolating valve	No.	3		
2,6		Offtake Valves				
2,6,1		22mm Ø Pipe	No.	8		
2,6,2		15mm Ø Pipe	No.	8		
2,7		Pipe support (wall brackets) in accordance with the General Technical Specification				
2,7,1		Support Brackets for a 54mm Ø Pipe	No.	5		
2,7,2		Support Brackets for a 42mm Ø Pipe	No.	10		
2,7,3		Support Brackets for a 35mm Ø Pipe	No.	5		
2,7,4		Support Brackets for a 28mm Ø Pipe	No.	5		
2,8		Calorifier				
2,8,1		Supply and install 2000 litres Steam Calorifier complete witht, insulation, pressure gauge, temperature gauge and safety valve	No.	1		
2,8,2		Safety valve	No.	1		
2,8,3		15mm air release Valve	No.	1		
2,8,4		54mm Union	No.	1		
2,8,5		54mm Isolating Valve	No.	1		
2,8,6		20mm Ø Pipe (condensate)	m	35		
2,8,7		20mm Ø Isolating valve (condensate)	No.	1		
2,8,8		20mm Ø Non return valve (condensate)	No.	1		
2,8,9		Pressure gauge (condensate)	No.	1		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
2,8,10		20mm Ø Pressure reducing valve (condensate)	No.	1		
2,8,11		20mm Ø union (condensate)	No.	1		
2,8,12		Sight glass (condensate)	No.	1		
2,8,13		20mm Ø Steam trap (condensate)	No.	1		
2,8,14		20mm Ø Strainer (condensate)	No.	1		
2,8,15		54mm Ø Pipe (cold water supply)	m	30		
2,8,16		54mm Ø Union (cold water supply)	No.	1		
2,8,17		54mm Ø Non return valve (cold water supply)	No.	1		
2,8,18		54mm Ø Pressure reducing valve (cold water supply)	No.	1		
2,8,19		Pressure gauge (cold water supply)	No.	1		
2,8,20		54mm Ø Strainer (cold water supply)	No.	1		
2,8,21		54mm Ø Isolating valve (cold water supply)	No.	1		
2,8,22		28mm Ø Pipe (hot water return)	m	30		
2,8,23		Automatic air vent (hot water return)	No.	1		
2,8,24		28mm Ø Union (hot water return)	No.	1		
2,8,25		28mm Ø Isolating valve (hot water return)	No.	1		
2,8,26		28mm Ø Non return valve (hot water return)	No.	1		
2,8,27		Flow switch (hot water return)	No.	1		
2,8,28		Hot water Circulation pumps	No	2		
2,8,29		Pump electric panel	Sum	1		
2,9		Steam and Condensate Piping				
2,9,1		1.5" Ø carbon steel pipe, schedule 40 for steam supply (from existing steam pipe, to the each plant room), complete with fittings, insulation and galvanised cladding	m	25		
2,9,2		1.25" Ø carbon steel pipe, schedule 40, offtake to autoclaves, complete with isolating valve	Sum	1		
2,9,3		3/4" Ø carbon steel pipe, schedule 40, offtake to calorifier, complete with isolating valve	Sum	1		
2,9,4		Steam trap, float type, for a steam flow rate of at 170 kg/h	No.	1		
2,9,5		Steam globe valve, 1.5", schedule 40, Spirax Sarco or similar	No.	1		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
2,9,6		Eccentric reducer 1.5" to 1", schedule 40	No.	1		
2,9,7		1" Ø carbon steel pipe, schedule 40, for steam supply	m	30		
2,9,8		Steam and condensate pipe supports, from existing steam pipe, to the theatre complex wall	No.	1		
2,9,9		Condensate piping, copper, 35mm dia, complete with fittings and brackets, from the theatre complex (autoclaves) to the nearest vent	m	30		
2,9,10		Condensate pipe fittings	Sum	1		
2,9,11		Condensate isolating valve 35NB	No.	1		
TOTAL CARRIED TO SUMMARY						

PART E- MEDICAL GAS

INFRASTRUCTURE TECHNICAL RESOURCE UNIT
COVID-19 RESPONSE
LIMPOPO HOSPITALS MEDICAL GAS

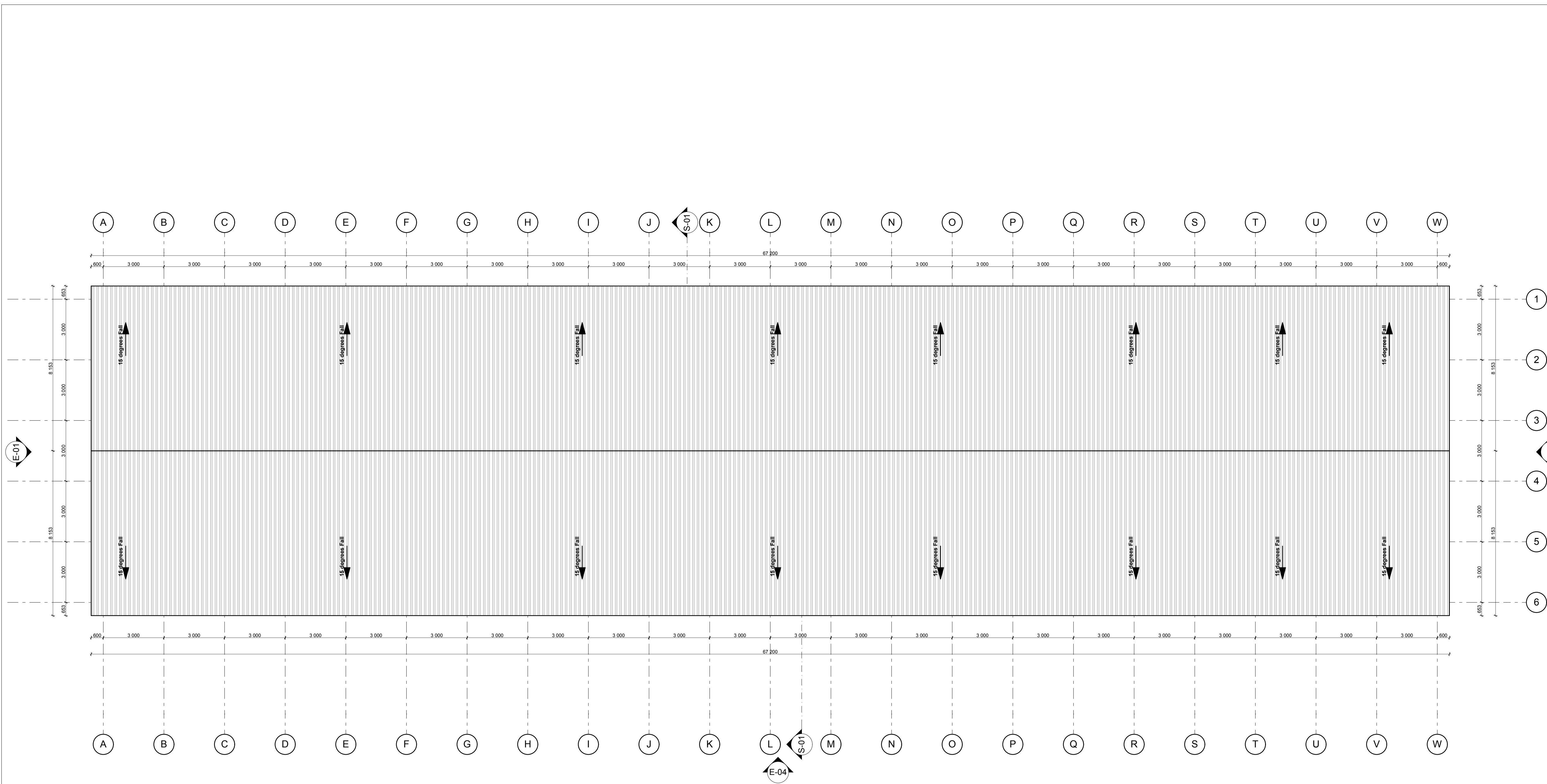
ITEM	DESCRIPTION	TENDER AMOUNT
1	Tshilidzini - Medical Gas	
	Subtotal 1	
	VAT (15%) :	
	TOTAL INCLUDING VAT :	

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		MEDICAL GAS				
2.2		PIPEWORK - 36 BED PREFAB				
		Supply, installation, testing and commissioning of medical grade copper piping for O2, V and LP Air complete with colour coding, Fittings, Elbows, Tees, Unions, Couplings etc				
2.2.1		PIPEWORK & FITTINGS OXYGEN GAS (NEW LINE)				
		Supply, Installation, Testing and Commissioning Testing, including Colour Coding of Installed Oxygen piping , as per the statutory requirements, complete with pressure tests, the pipe sizes are as per below.				
2.2.1.1		Ø28mm	m	40		
2.2.1.2		Ø22mm	m	40		
2.2.1.3		Ø15mm	m	40		
2.2.1.4		Ø12mm	m	40		
2.2.2		PIPEWORK & FITTINGS VACUUM (NEW LINE)				
		Supply, Installation, Testing and Commissioning Testing, including Colour Coding of Installed Vacuum piping , as per the statutory requirements, complete with vacuum and pressure tests, the pipe sizes are as per below.				
2.2.2.1		Ø28mm	m	40		
2.2.2.2		Ø22mm	m	40		
2.2.2.3		Ø15mm	m	40		
2.2.3		PIPEWORK & FITTINGS LP AIR (NEW LINE)				
		Supply, Installation, Testing and Commissioning Testing, including Colour Coding of Installed LP Air piping , as per the statutory requirements, complete with vacuum and pressure tests, the pipe sizes are as per below.				
2.2.3.1		Ø28mm	m	40		
2.2.3.2		Ø22mm	m	40		
2.2.3.3		Ø15mm	m	40		
2.2.3.4		Ø12mm	m	40		
2.3		WARNING LIGHT ALARM PANEL				
2.3.1		Supply and install a warning light alarm repeater panel as specified	No.	1		
2.4		PVC TRUNKING (SLIMLINE)				
2.4.1		Replace PVC trunking to run all droppers from the ceiling to the bedheaded trunking level, the trunking will accommodate the oxygen, medical air and vacuum pipework	Sum	1		
2.5		Terminal units				
		Medical gas specific terminal units to BS EN 737, labelled, including guide end piece valve filter, fixed on to the provided bed head trunking and final termination of pipes to the terminal units.				
2.5.1		Medical Air	No.	36		
2.5.2		Vacuum	No.	36		
2.5.3		Oxygen	No.	36		
CARRIED FORWARD						

INFRASTRUCTURE TECHNICAL RESOURCE UNIT
COVID-19 RESPONSE
TSHILIDZINI HOSPITAL MEDICAL GAS

BROUGHT FORWARD						
2.6		<u>ISOLATION VALVE CABINET</u>				
		Supply and Install isolation valve cabinet for Oxygen, Vacuum and LP Air Distribution inside the building				
2.6.1		Isolation Valve Cabinet (With Ø22mm valves for O2, V and LP Air)	No.	1		
2.7		<u>VACUUM TRAP</u>				
2.7.1		Supply and install a vacuum trap as specified and installed in the position shown on the drawing	No.	1		
2.8		<u>TESTING AND COMMISSIONING</u>				
2.8.1		Allow Sum for pipe purging, purity tests, documentation, commissioning and testing inline with ISO 7396 - 1 : 2016 by a registered SAQCC Gas Practitioner	Sum	1		
TOTAL CARRIED FORWARD						

DRAWINGS



ROOF PLAN OPTION 01: 15m WIDE x 66m LONG
SCALE 1:100

36 BED PREFAB FACILITIES
v 4No. ISOLATION BEDS
v 24 No. GENERAL COVID BEDS
v 8No. ICU COVID BEDS

SANITARY WARE SCHEDULE			WASH HAND BASINS (INCLUDING TAPS AND MIXERS)			SANITARY ACCESSORIES					
CODE	TYPE	DESCRIPTION									
URINALS AND WCs			B1	MEDIC BASIN	Vaal Sanitaryware fine fireclay Vitreous china 630 x 500mm rectangular "Sola 630" medical basin with no tapholes, overflow or chainstap hole or EQUAL & APPROVED, to comply with SABS 497. "Sola 630" (No. 702800WH) Medical basin in single tap hole configuration 1No. Cobra Watertech 1/2" elbow action pillar tap (code 503-21) and blue indicator for cold water applications complete with 309-40 anti-theft plug with Spindle and 365-40 bottle tap CP. Installed using concealed wall bracket (code 8131Z2), and 3No. 10mm bolts (code 8448Z0) or EQUAL & APPROVED.	K1	TOILET ROLL HOLDER (2-roll)	135mmx227mmx127mmx22mm D 2 toilet roll dispenser. Toilet roll dispenser to be theft proof, lockable container with keys and to carry three standard toilet rolls. Used roll to be easily removed from unit below without having to unlock unit. Unit to be applications completed with 309-40 anti-theft plug and epoxy powder coated - colour white. Unit to be fixed to wall with four screws. Complete with screws, locking key, and all necessary accessories and installed in accordance to manufacturer's specifications.	K8	SS SANITARY TOWEL DISPOSAL BIN	Heavy Duty Stainless Steel Pedal Sanitary Bin (26ltr) with Plastic Removable Bucket Manufactured from 0.7mm Stainless Steel 430 Mirror Finished Interior and Exterior. - All Female Toilets & Showers
Z1	WC1	Vandal resistant Paraplegic WC pan manufactured from polymer concrete (composite) and polished to a smooth silky finish and fitted with flush-valve, including all necessary accessories and supplied with all pipe connections and fixtures as per manufacturer's specifications and applicable SABS standards.	B2	DISABLED BASIN AND 2 TAPS	Vitreous china 510 x 420mm semi rounded lavatory basin to comply with SABS 497, in two tap hole configuration fitted with: 2 No chrome plated Elbow action pillar tap, with 1/4 turn ceramic disc head and blue & Red indicators water applications and flanged backnut, chrome plated waste, chrome plated 32 mm standing overflow tube, chrome plated Bottle Trap supplied with all necessary pipe connections. Fixed with concealed wall bracket in accordance to the manufacturer's specifications.	K2	TOILET RAIL (900mm)	55mm dia. Polished 900mm long towel rail complete with all necessary accessories in accordance to manufacturer's specifications. Installation height as per architect's drawing.	K9	ANTISEPTIC DISPENSER	Stainless steel. Wall mounted at room entrance
Z2	WC2	Vitreous china close coupled 90° outlet closed rim wash down pan to comply with SABS 497. Fitted complete with matching 7 litre pushbutton top dual flush cistern fitted with quality approved heavy duty thermoset lid, seat and complete with all necessary fittings as per manufacturer's specifications and applicable SABS standards.				K3	HEAVY DUTY MIRROR (400X500-)	Heavy Duty 400 x 500 x 1.5mm Grade 18/10 stainless steel screwed to wall polished beveled edges 4 times holed for and fixed, with chromium plated dome-headed mirror screws installed in plastic abutlutions.	K10	ANTISEPTIC DISPENSER	Stainless steel. Wall mounted at room entrance
Z3	URINAL 1	Vitreous china size 415x315x275mm wall hang bowl urinal to comply with SABS 497. Supplied with suitable 38mm CP domical grating, CP top inlet spreader and two hanger brackets and fitted with exposed flush-valve, and suitable bottle trap chrome finish as per manufacturer's specifications and applicable SABS standards.							K11	BACK GRAB RAIL	32mm diameter stainless steel cistern back rail in satin polished finish complete with SS fixing screws and plastic wall plugs, installed at 800mm above floor level as per manufacturer's instructions. for BACK GRAB RAIL (cistern toilet)-Paraplegic WC:
Y1	900x900 E.S. SHOWER TRAY & SHOWER SET	2mm thick Enamelled steel shower tray size 900x900x160 mm manufactured with anti slip pattern, with rounded internal corners, and 38 mm BSP grated waste fitting in corner position fitted with Shower set and complying with SABS 226 comprising of approved: • Overhead shower arm with wall flange • Chrome Plated Shower Head with ball jointed connector • Chrome Plated Bath/shower diverter mixer-wall type with sliding wall flanges and concealed connections adjustable from 178 mm to 203 mm centres Shower tray to be recessed 50 mm into a 975mm x 975 mm x 100 mm high concrete plinth with exposed plinth face tiled.	X1	SS DOUBLE SINK & MIXER	Stainless steel 1500 x 457mm inset double end bowl with recessed drainage ledge and folded edges. Bowl to be fitted to kitchen cupboard (cupboard elsewhere measured), Grade 304 (18/10) Stainless Steel sink to comply with SABS 906 fitted with: Approved Sink mixer- wall type, with chrome plated overarm swivel Outlet, adjustable wall flanges and supplied with suitable asesories in accordance to manufacturer's specifications. Sink installation height = 900mm AFFL.	SS PAPER TOWEL DISPENSER	Hands Free, Non-Touch (Wall Mounted), Hands Free, Non-Touch Operated)- Operated 300W x 304H x 134D Paper Towel Dispenser manufactured from 18/10 Stainless Steel, Surface Satin Finish, material thickness 1.5mm, complete with all necessary accessories in accordance to manufacturer's specifications.	K12	SIDE GRAB RAIL	32mm diameter stainless steel cistern back rail in satin polished finish complete with SS fixing screws and plastic wall plugs, installed at 800mm above floor level as per manufacturer's instructions. for SIDE GRAB RAIL with centre flange-Paraplegic WC:	
Y2	PATIENT TREATMENT SHOWER	900 x 900mm x 88mm deep Grade 304 stainless steel shower tray. • Where standard size for shower tray cannot be accommodated apply 4mm slip resistant epoxy graded fall to outlet.	X2	SS SINGLE SINK & MIXER	Stainless steel 1000 x 457mm inset single end bowl with recessed drainage ledge and folded edges. Bowl to be fitted to kitchen cupboard (cupboard elsewhere measured), Grade 304 (18/10) Stainless Steel sink to comply with SABS 906 fitted with: Approved Sink mixer- wall type, chrome plated swivel Outlet, adjustable and supplied with suitable asesories in accordance to manufacturer's specifications. Rough brass. Sink installation height = 900mm AFFL.	K5	HAND DRYER (Hands free)-	As per Electrical Engineers specification Not to be used in any Patient Care facility.	K13	SIDE GRAB RAIL	32mm diameter stainless steel cistern back rail in satin polished finish complete with SS fixing screws and plastic wall plugs, installed at 800mm above floor level as per manufacturer's instructions. for SIDE GRAB RAIL with centre flange-Paraplegic WC:
Y3	BATH TUB & BATH MIXER	1700 x 700 x 1.8mm thick enamelled steel rectangular bathtub without handles bathtub white in colour. Fitted with: • Chrome Plated Hand shower installed complete with 1250mm long flexible hose with conical end and • Chrome Plated wall outlet elbow with wall flange and hand shower fitting wall bracket – swivel hand shower with screws and plugs. • Bath/shower diverter mixer-wall with sliding wall flanges and concealed connections adjustable from 178mm to 203 mm centres. • Overflow, trap, waste sealed with silicone sealant. Exposed sides closed off with brick-on-edge infill and tiled	X3	SLOP HOPPER UNIT /SINK	540 x 540mm Slop Hopper with grid, with a 100mm high integral splashback to the rear and both sides with an integral flushing rim fitted with a 38mm x 250mm long vertical flush pipe inlet. Hot and Cold water taps with chromed extension pieces with 50mm ø steel support rail under taps with flanges for bolting onto wall. A hinged bucket grid shall be fitted over funnel, manufactured from 10mm Grade 304 (18/10) SS round bar. Unit to be installed together with: Approved Flushvalve compression gann connector to suit. Trap to rest on floor. Unit to be provided with suitable wall fixing brackets all in strict accordance to manufacturers instructions. Fitted with 'Cobra Watertech', OR EQUAL AND APPROVED: for Hot and Cold water taps with chromed Extension pieces.	SS SOAP DISPENSER (Wall Mounted)	100W x 304H x 134D Soap Dispenser manufactured from 18/10 Stainless Steel (Elbow action lever type with bottle container for dispensing) of the liquid as in the High Scrub grade 304 stainless steel type. Surface Satin Finish, material thickness 1.5mm, replaceable and refillable 1 Litre. cylinder lock with standard key, including screws and dowels and all other necessary accessories in accordance to manufacturer's specifications.	K6	FOLD-UP SHOWER SEAT	480mm x 460mm fold up wall-mounted shower seat consisting of stainless steel frame and durable plastic seat, installed complete with SS fixing screws and plastic wall plugs at 500mm above floor level as per manufacturer's instructions.. for Paraplegic & Assisted Showers	
						GARBAGE PEDDLE BIN HOLDERS	20 litre x 1.2mm thick polished stainless steel Pedal bin outer unit, 260mm Diameter x 455mm Height with 40mm Skirting and Safety edge. Removable inner bin with stainless Steel handle for easy disposal of contents. Stainless Steel robust pedal mechanism. Polished Stainless Steel Foot pedal with 8mm solid rod for durability-for - Wards, Cubicles, Suite, Kitchen & General Use.	K15	SHOWER CURTAIN RAIL	20mm dia. standard chromium plated shower curtain rail 900mm long with flanged ends and screws CP fixing height as per architect's drawing. for All straight Showers	
								K16	SHOWER CORNER GRAB RAIL	32mm diameter stainless steel shower corner rail in satin polished finish complete with SS fixing screws and plastic wall plugs installed at 1000mm above floor level as per manufacturer's instructions. for - Paraplegic Showers	

NOTE:
SPECIFICATION
SCHEDULES
PROVIDED BY
THE ARCHITECT
ARE ONLY
INDICATIVE AS A
BASIS/ GUIDE
FOR THE
SUPPLIERS TO
PROVIDE
QUOTATIONS
BASED ON THEIR
PRODUCT
SYSTEM

NOTES

FINISHES LEGEND

FLOORS:
F1: FULLY FLEXIBLE VINYL SHEETING (Anti-Static & Anti-Slippery)
2.0mm Thick, Fully Flexible Vinyl sheeting

SKIRTING:
S1: VINYL SHEETING SKIRTING COVERED
Coved Hospital Skirting, Vinyl floor sheeting extended onto wall as skirting over

WALL FINISHES:
R1: POLYURETHANE (NON-DRIP) PAINT FINISH
2No. Coats of Polyurethane non-drip, enamel interior wall quality satin sheet finish paint
o. Type 2 applied on plastered surfaces with 1 no coat alkali resistant plaster primer and 1 no. Coat undercoat grade1, in accordance to manufacturer's instructions.

CEILING AND CORNICE:
C1: PATENT SUSPENDED ACOUSTIC TILES OR EQUAL AND APPROVED
600mm x 1200mm x 15mm thick mineral fibre acoustic ceiling tiles to comply with SABS 803 or later revision laid in tee fixing on appropriate pre-painted, 24mm T-grid suspension system, including all necessary accessories and installed in strict compliance to manufacturer's specifications.

ROOF COVERING AND INSULATION:
BR1: PROFILED ROOFING SHEET PAINTED (ONE SIDE)
0.58mm thick IBR conceal fixed pre-painted on one sides or equal and approved with all accessories (ridge caps, valley flashing, barge boards, flashings & eaves closers) in strict accordance with manufacturer's instructions.)
Insulation Shall Either Be1.: where there are acoustic ceilings suspended board, a heavy duty "Aluminium sisalation foil" shall be installed And 2: where the steel work is exposed, a 50mm "FactoryBoard" manufactured from non-combustible glass fibres and thermo-setting resin binder supplied size 2400mm x 1200mm and 80kg/m² and finished with white metalized foil.

GENERAL NOTES
1.All products to me latest relevant SABS standards
2.All WC suites to be white in colour unless otherwise specified.
3.All vitreous china urinals to be white in colour unless otherwise specified.
4.All lever action taps to have ceramic disc head parts.
5.Tap handles to be 'Carina' unless otherwise noted.
6.No cupboards under sinks. Provide open slatted rails under.
7.Sink and basin wastes are to be connected directly to the sewer system via a Grease Trap gulley and are not to discharge into open floor channels.
5.In Kitchens, Provide suitable Grade 304 stainless steel floor drain complete with slotted stainless steel cover grid.
8.All kitchen work tops to be cantilevered off walls for ease of cleaning
9.All ceramic basins to general areas, sinks and wash troughs are to be supplied with overflows. Request for overflows in stainless steel fittings is to be made at time of order, as this is not a standard supply.
10.No drop - in sinks are permitted in post-formed Formica worktops. These are to be sit-on type, All sinks and wash troughs are to be Grade 304, 1,2mm thick stainless steel complete. Counter tops to be made same width as sink unit.
11.Appropriate sized double chamber instant water heater to be positioned over sink bowl not draining board in all Kitchenettes.
12.In rural hospitals mechanical water driven sluicing sink shall be provided.
13.In urban hospitals electrically driven bedpan sluicing machines shall be provided.
14.All products named by trade name to be considered as EQUAL AND APPROVED.

REV. NO. DATE DESCRIPTION

revision

CLIENT CLINICIAN SIGN OFF

LDOSH STAMP

NAME

SIGNATURE

DATE

ITRU CLINICIAN SIGN OFF

NAME

SIGNATURE

DATE

Project;

THE LDOSH ITRU COVID-19 PROJECTS

Master Plan Reference:
SEMI PERMANENT STRUCTURE

Drawing

ROOF PLAN

Status

FOR TENDER

Drawn DO

Checked by AS

Scale SCALE 1:100

Date JUNE 2020

Project No. HEDP:028/19/20

Org. No. 104/01

Rev. No.

0

DEPARTMENT OF HEALTH
INFRASTRUCTURE TECHNICAL RESOURCE UNIT

PARKLANE OFFICES, SUITE 4 GROUND FLOOR,
76 HANS VAN RENSBURG STREET,
POLOKWANE, LIMPOPO, 0699
TEL: +27 (0) 15 297 0867
CELL: 073 431 5603/ 083 412 3425
EMAIL: sinkala.a@ldoh-itrु.co.za/ githae.bn@ldoh-itrु.co.za

NOTE:
SPECIFICATION
SCHEDULES
PROVIDED BY
THE ARCHITECT
ARE ONLY
INDICATIVE AS A
BASIS/ GUIDE
FOR THE
SUPPLIERS TO
PROVIDE
QUOTATIONS
BASED ON THEIR
PRODUCT
SYSTEM