REQUEST FOR BID

Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic SCMU3-2526-0261-AM

NAME OF COMPANY: `

_____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 05 JUNE 2026 TIME: 11:00 am

Deliver to: **All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za)**

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THE TENDER

PART T1 - TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Health invites contractors with a CIDB Grading of **3GB** or higher, subject to the terms and conditions by the department at the time of tender, to tender for the **"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic** for a **6 months construction period.** The contract will be based on the JBCC Edition 6.2 of 2024 and **The Eastern Cape Department of Health** will enter a contract with the successful tenderer.

Bid documents are downloadable free of charge through www.etenders.gov.za

There will be an online briefing meeting on Microsoft Teams on 20 May 2026 @10am .

Queries & Technical enquiries relating to the issue of these documents may be addressed in writing to Ms T. Notshe via email: thabisa.notshe@echealth.gov.za

The closing time for receipt of tenders by **The Eastern Cape Department of Health** is 11:00 am on 05 JUNE 2026. Physical, Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted on the eTender portal

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and via the National Treasury eTender Portal. It is the responsibility of the Service Provider to ensure that bid document is submitted on or before closing time. The department will not take responsibility of any wrong or late submissions.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za).

The closing time for receipt of submissions by the ECDOH is 11:00 am on 05 JUNE 2026 . Documents that are completed electronically (typed), telex,telephonic,Telegraphic, facsimile, e-mail, incomplete, unsigned, submitted by facsimile will not be accepted. Documents must be handwritten, scanned and submitted on the eTender Portal.

All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal

1. (https://www.etenders.gov.za/)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start e-Submission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

If you experience difficulties on e-Submission please contact:
021 406 9229 /012 406 9222 or email etenders@treasury.gov.za

BID EVALUATION:
This bid will be evaluated in Two (2) Stages as follows:

Stage One: Compliance and responsiveness to the bid rules and conditions.

Stage Two: After stage one, bidders will be evaluated in terms of Price & Specific targeted goals in terms of the Preferential procurement regulations of 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) Price & Specific targeted goals POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	**80 points**
Maximum points for Specific targeted goals	-	**20 points**
Toal Maximum points	-	**100 points**

B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, bid conditions and rules are detailed in the bid document under Tender Data. The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.

Tender validity period is **90 days.**

C. TENDER SUBMISSIONS:

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za).

The closing time for receipt of submissions by the ECDOH is 11am on 05 June 2026. Documents that are completed electronically (typed), telex,telephonic,Telegraphic, facsimile, e-maill, incomplete, unsigned, submitted by facsimile will not be accepted. Documents must be handwritten, scanned and submitted on the etenders website.

All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:
Ms T. Notshe via email: thabisa.notshe@echealth.gov.za

PART T1.2: TENDER DATA

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.
SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.
Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Health
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender. T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism **Part C2: Pricing data** C2.1 - Pricing Instructions C2.2 - Bills of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	Name of the technical advisor: **Ms Thabisa Notshe** E-mail: thabisa.notshe@echealth.gov.za Phone: 040 608 9501
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Procurement Method: **Two (2) stage procurement procedure shall be applied.**
4	**Tender's obligations**

4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a **CIDB 3GB or Higher** class of construction work; **Joint ventures are eligible to submit tenders provided that:** 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **3GB** class of construction work; or not lower than one level below the required grading designation in the class of construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations using the CIDB Joint Venture Calculator is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB **3GB or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 3. Joint Venture Agreement. 4. Separate SBD 6.1, Specific Goals Claim form, POPIA act Forms with % split clearly indicated to be submitted for each JV partner.
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2024. The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **Tender documents will not be made available at the clarification meeting**
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least **5** **(Five) working days** **before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.

4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	~~A tender security in the amount of **N/A** is required and shall remain valid for a period not exceeding N/**A** days after the closing date for tender offers.~~ ~~The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.~~
4.13.4	The employer's details and address for delivery of tender offers and identification details are to be shown on each tender offer package. **Tender / Bid dentification details:** **"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic** Closing time and date: As per Tender advertisement
4.13.5	**The tenderer is required to submit with his tender the following certificates:** **1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. *In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate* CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.** **2) CIDB Grading certificate or CRS number.** **3) Compensation of Occupational Injuries and Disease Act (COIDA) Letter of Good standing from the Department of Labour or Federated Employers Mutual Insurance (FEM).**
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer via Online submission on www.etenders.gov.za and not later than the closing time stated in the tender data. No physical submissions will be accepted Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **90 days**. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.

4.15.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and on **cidb** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	~~Access shall be provided for the following inspections, tests and analysis: **N/A**~~
4.17	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **Five (5)** working days before the tender closing time. If, because of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until **Five (5)** working days before tender closing time.
5.3	The etenders submisison link will be closed immediately after the closing time for tenders at **11:00am hours.**
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	**Arithmetical errors, omission and discrepancies** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.

5.7.1 The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

5.7.2 The procedure for the evaluation of responsive tenders is **Method 2: Administrative compliance, Price and Specific Goals**
Stage 1: Administrative compliance
Stage 2: Price and specific goals (80/20 system)

STAGE ONE: ADMINISTRATIVE REQUIREMENTS AND MANDATORY REQUIREMENTS

A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document online via www.etenders.gov.za at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

- Bid Document (This Document must be submitted in its original format)
- All bid documents must be completed by hand (handwritten in ink). Documents that are completed electronically (typed), late, incomplete, unsigned, submitted by facsimile will not be accepted.
- The completed handwritten documents must be scanned and uploaded as part of the electronic submission on etenders.
- Bidders must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout the bidding process (advert till award stage).
- Bidders must be a legal entity.

1. SBD 1 Part A and Part B (In the case of a joint venture, separate SBD1 forms in respect of each partner must be completed and signed)
2. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit) (% split to be indicated for each JV partner)
3. SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1 (In the case of a joint venture, separate SBD4 forms in respect of each partner must be completed and submitted)
4. Record of addenda issued (Only if addenda is issued)
5. Proposed amendments and qualifications.
6. Resolution for Signatory (In the case of a joint venture, separate resolution of signatory forms in respect of each partner and the joint venture must be completed and submitted) **(mandatory)**
7. Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) **(mandatory)**
8. Schedule of Proposed Subcontractors
9. Particulars of a specialist subcontractor for registration as an electrical contractor. **(Mandatory)**
10. Proof of registration as a registered person in the category: Installation Electrician **(Mandatory)**
11. A qualified electrician with a trade certificate issued by the Department of labour or any of the SETAs **(mandatory).**
12. Particulars of a specialist subcontractor: Roof installation Certificate of Compliance.
13. SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022
14. Proof of Registration on the National Treasury Central Supplier Data Base (CSD) A CSD Registration Report (Full report not just the summary) for a contractor with valid and correct information
    The CSD report must show, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-

contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. The bidder must be registered on the Central Supplier Database (CSD) before the Tender Closing Date.

15. Valid CIDB Certificate of Tenderer (In the case of a joint venture, separate CIDB Certificates in respect of each partner must be completed and submitted**)**
16. Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate. (In the case of a joint venture, separate COIDA or FEM letter in respect of each partner must be completed and submitted) **(mandatory)**
17. Proof of Specific Goals Claimed
18. Protection of personal content: Consent POPIA
19. Part C1.1 Form of Offer and Acceptance fully completed and signed **(mandatory)**
    If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
20. Part C1.2 Contract Data
21. Part C2.2 Bills of Quantities **(Handwritten Priced. Not typed and no correction fluid) (mandatory)**
    This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.

Other documents required for tender evaluation.

The tenderer must provide the following returnable documents:

- List of Resources, Plant & Equipment to render the service.This information is required as part of the returnable schedules, which shall not be used as part of elimination evaluation criterion during Stage 1 Admin Compliance, but this information will be checked and verified as part of due diligence Technical Risk Analysis and during the In-Loco inspections, before Adjudication and award, and should the findings indicate a commercial risk to the Client, the bid shall not be awarded to the highest scoring bidder.
- List of Projects completed of a similar nature with details of the Clients, Scope, Values, and dates of completion, with copies of Practical, Works and or Final Completion Certificates attached as Portfolio of evidence
- Project Manager must be a holder of a relevant building qualification (min NQF 6). Attach CV
- Bidder key personnel to include the following: 1.OHS officer registered with SACPCMP 2. Site based foreman with at least 2 years relevant building works experience.
- Bidders must attach at least three (3) reference letters from clients and final completion certificates which clearly indicate that they have undertaken building works with installation of roof sheeting as part of scope of works.
- Bidder must submit a clear and concise methodology & approach showing his understanding of the terms of reference. This forms part of returnable schedules and is not an elimination criterion at Stage 1 (Admin Compliance), but will be verified during technical risk analysis and in-loco inspections,before Adjudication and award. If a commercial risk is identified, the highest scoring bidder may not be awarded.
- Bidder must submit a concise Programme of Works showing his understanding of activities to be undertaken

A risk analysis of the Bills of Quantities and list of specific detailed quotations as part of returnable documents will be carried out during the Stage 1 Administrative compliance evaluation by the Bid Evaluation Committee with the support of the Built Environment Professional Team, to check for:

- Mistakes in the Pricing schedules, BOQ's, and to confirm whether the tender price submitted is market related and does not pose a commercial risk to the Client.
- If detailed quotations POE (Portfolio of evidence) on specific P&G (Preliminaries & General), OHS (Occupational Health & Safety) and specialist builders' items and installations were submitted in terms the Special Bid Conditions .

In the event where the analysis of the Bills of Quantities find inconsistencies and misrepresentation in terms of what has been declared in the Bid submission, the Bidder may be:

- notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify and or clarify such.
- eliminated and not be eligible to be evaluated under Stage 2 Price & Specific goals.

Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better to the PSP's specification.

The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2024)

	STAGE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022 The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and PPPFA Regulations *of 2022* **Criteria** / **Points** **POINTS ON PRICE** / **80** **POINTS FOR SPECIFIC TARGETED GOALS** / **20** **TOTAL** / **100** **The 80/20 preference point system for acquisition of services, works or goods equals or is less than Rand value of R50 million:** (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - (P - Pm))$ / Pm The value of value of W_1 is: 1) **90** where the financial value inclusive of VAT of all responsive tenders received have a value in **excess of R50 000 000** or 2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.
5.7.3	The procedure for the evaluation of responsive tenders is **Method 2** (Administrative, price and preference)
5.7.4	~~The quality criteria and maximum score in respect of each of the criteria are as follows: **N/A**~~
5.7.5	~~Each evaluation criteria will be assessed in terms of five indicators – **N/A**~~
5.7.6	~~The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: **N/A**~~
5.8	**Tender offers will only be accepted if:** • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity • the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. • the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; • the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. • the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. • the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. • Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.

	• the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. A letter of Good standing from the Labour Department is a compulsory mandatory requirement. • the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. • A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. • Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. • **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. • The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: If the risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc. • Bids shall not be awarded to Bidders appearing on the Health Department and/or National/Provincial Treasury Defaulters List • The tenderer is to provide the following in respect of the following specialist's work: Failure to provide the information will result in the tender being eliminated/ nonresponsive. • Particulars of a specialist subcontractor for registration as an electrical contractor. **(Mandatory)** • Proof of registration as a registered person in the category: Installation Electrician **(Mandatory)** • A qualified electrician with a trade certificate issued by the Department of labour or any of the SETAs **(mandatory).** • In the event where the recommended Bidder has failed to comply with the conditions as set out in the letter of award, the client shall notify the recommended Bidder of his/her failure to comply and recommend for award the next bidder that scored the highest points. The Conditions as set out in the letter of award are as follow: 1. Proof of having All risk, public liability and support insurances as stipulated in the contract. 2. Submission of a Construction Safety, Health and Environmental Plan. 3. Fixed Guarantee for Construction (as set out in the tender document)
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

T.2.1	**List of returnable documents**
1	**Documentation to demonstrate eligibility to have tenders evaluated i.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes.** The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: 1) SBD 1 Part A and Part B (In the case of a joint venture, separate SBD1 forms in respect of each partner must be completed and submitted) 2) Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted) 3) SBD 4 (In the case of a joint venture, separate SBD4 forms in respect of each partner must be completed and submitted) 4) Record of addenda issued (Only if addenda is issued) 5) Proposed amendments and qualifications. 6) Resolution for Signatory (In the case of a joint venture, separate resolution of signatory forms in respect of each partner and the joint venture must be completed and submitted) **(mandatory)** 7) Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) **(mandatory)** 8) Schedule of Proposed Subcontractors 9) Particulars of a specialist subcontractor for registration as an electrical contractor. **(Mandatory)** 10) Proof of registration as a registered person in the category: Installation Electrician **(Mandatory)** 11) A qualified electrician with a trade certificate issued by the Department of labour or any of the SETAs **(mandatory).** 12) Particulars of a specialist subcontractor: Roof installation Certificate of Compliance. 13) SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022 14) Proof of Registration on the National Treasury Central Supplier Data Base (CSD) A CSD Registration Report (Full report not just the summary) for a contractor with valid and correct information 15) Valid CIDB Certificate of Tenderer (In the case of a joint venture, separate CIDB Certificates in respect of each partner must be completed and submitted**)** 16) Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate. (In the case of a joint venture, separate COIDA or FEM letter in respect of each partner must be completed and submitted) **(mandatory)** 17) Proof of Specific Goals Claimed 18) Protection of personal content: Consent POPIA 19) Part C1.1 Form of Offer and Acceptance **(mandatory)** 20) Part C1.2 Contract Data 21) Part C2.2 Bills of Quantities **(Handwritten Priced. Not typed and no correction fluid) (mandatory)**
3	**Other documents required for bid/quotation evaluation purposes.** 1) List of resources, Plant & Equipment to execute the service.This forms part of returnable schedules and is not an elimination criterion at Stage 1 (Admin Compliance), but will be verified during technical risk analysis and in-loco inspections,before Adjudication and award. If a commercial risk is identified, the highest scoring bidder may not be awarded. 2) List of Projects completed of a similar nature with details of the Clients, Scope, Values, and dates of completion, with copies of Practical, Works and or Final Completion Certificates attached as Portfolio of evidence. 3) Project Manager must be a holder of a relevant building qualification (min NQF 6). Attach CV 4) Bidder key personnel to include the following: 1.OHS officer registered with SACPCMP 2. Site based foreman with at least 2 years relevant building works experience. 5) Bidders must attach at least three (3) reference letters from clients and final completion certificates which clearly indicate that they have undertaken building works with installation of roof sheeting as part of scope of works. 6) Bidder must submit a clear and concise methodology & approach showing his understanding of the terms of reference 7) Bidder must submit a concise Programme of Works showing his understanding of activities to be undertaken
4	Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.

	In the case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender. In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorizing a member of the joint venture to sign the documents on behalf of the joint venture. **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
5	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
6	**Canvassing and obtaining of additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
7	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or *b)* if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or *c)* a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: - *a* any municipal council. *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
8	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - *a)* the name of that person; *b)* the capacity in which that person is in the service of the state; and

	c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **5 (five) working days** before the tender closing time.
10	**Closure of etender Link** The submission link on etenders will be closed on the closing time and date of the tender
11	**Scoring quality / functionality:** Not applicable to this tender
12	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in on the Tender Notice Board of the SCM Department and if applicable, on the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
13	Dispute resolution mechanism will be done through the SCM Department and thereafter the **Adjudication** route**.**
14	The department, when it takes action against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the **CIDB** for investigation as a breach of the **CIDB Code of Conduct** in terms of the **CIDB Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART T2 RETURNABLE DOCUMENTS

ASSESSMENT OF STAGE 1 ADMINISTRATIVE REQUIRMENTS - MANDATORY AND NON-MANDATORY REQUIREMENTS:

The bidder shall not proceed to the next stage of evaluation if the bidder fails to submit all the mandatory information as listed here below:
BIDDER TO INDICATE BELOW IF MANDATORY AND NON-MANDATORY DOCUMENTS WERE SUBMITTED WITH TENDER:

	DOCUMENTS TO BE SUBMITTED WITH BID:	**YES**	**NO**
1.	SBD 1 Part A and Part B (In the case of a joint venture, separate SBD1 forms in respect of each partner must be completed and submitted)		
2.	Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).		
3.	SBD 4 Declaration of interest (In the case of a joint venture, separate SBD4 forms in respect of each partner must be completed and submitted)		
4.	Record of addenda issued (Only if addenda is issued)		
5.	Proposed amendments and qualifications		
6.	Resolution for Signatory **(mandatory)** (In the case of a joint venture, separate resolution for signatory forms in respect of each partner must be completed and submitted)		
7.	Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) **(mandatory)**		
8.	Schedule of Proposed Subcontractors		
9.	Particulars of a specialist subcontractor for registration as an electrical contractor. **(Mandatory)**		
10.	A qualified electrician with a trade certificate issued by the Department of labour or any of the SETAs **(mandatory).**		
11.	Proof of registration as a registered person in the category: Installation Electrician **(Mandatory)**		
12.	Particulars of a specialist subcontractor: Roof installation Certificate of Compliance. **(not mandatory)**		
13.	SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022		
14.	Proof of Registration on the National Treasury Central Supplier Data Base (CSD) Full CSD report)		
15.	Valid CIDB Certificate of Tenderer (In the case of a joint venture, separate CIDB certificate in respect of each partner must be completed and submitted)		
16.	Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate **(mandatory)** (In the case of a joint venture, separate COIDA or FEM letter in respect of each partner must be completed and submitted)		
17.	Proof of Specific Goals Claimed		

18.	Protection of personal content: Consent POPIA		
19.	Part C1.1 Form of Offer and Acceptance (Fully signed and completed) **(mandatory)**		
20.	Part C1.2 Contract Data		
21.	Part C2.2 Bills of Quantities (Fully priced) **(Handwritten Priced. Not typed and no correction liquid) (mandatory)**		
	Other documents required for bid/quotation evaluation purposes.		
22.	List of resources, Plant & Equipment to execute the service.		
23.	List of Projects completed of a similar nature with details of the Clients, Scope, Values, and dates of completion, with copies of Practical, Works and or Final Completion Certificates attached as Portfolio of evidence.		
24.	Project Manager must be a holder of a relevant building qualification (min NQF 6). Attach CV.		
25.	Bidder key personnel to include the following: 1.OHS officer registered with SACPCMP 2. Site based foreman with at least 2 years relevant building works experience.		
26.	Bidders must attach at least three (3) reference letters from clients and final completion certificates which clearly indicate that they have undertaken building works with installation of roof sheeting as part of scope of works.		
27.	Bidder must submit a clear and concise methodology & approach showing his understanding of the terms of reference		
28.	Bidder must submit a concise Programme of Works showing his understanding of activities to be undertaken		

SIGNATURE OF BIDDER: DATE:

…… ……

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

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid/quotation evaluation purposes.

8) SBD 1 Part A and Part B (In the case of a joint venture, separate SBD1 forms in respect of each partner must be completed and submitted)
9) Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted)
10) SBD 4 (In the case of a joint venture, separate SBD4 forms in respect of each partner must be completed and submitted)
11) Record of addenda issued (Only if addenda is issued)
12) Proposed amendments and qualifications.
13) Resolution for Signatory (In the case of a joint venture, separate resolution of signatory forms in respect of each partner and the joint venture must be completed and submitted) **(mandatory)**
14) Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) **(mandatory)**
15) Schedule of Proposed Subcontractors
16) Particulars of a specialist subcontractor (Certificate of registration as an electrical contractor) of registration Electrical **(mandatory).**
17) Proof of registration as a registered person in the category: Installation Electrician **(mandatory)**
18) A qualified electrician with a trade certificate issued by the Department of labour or any of the SETAs **(mandatory).**
19) Particulars of a specialist subcontractor: Roof installation Certificate of Compliance.
20) SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022
21) Proof of Registration on the National Treasury Central Supplier Data Base (CSD) A CSD Registration Report (Full report not just the summary) for a contractor with valid and correct information
22) Valid CIDB Certificate of Tenderer (In the case of a joint venture, separate CIDB Certificates in respect of each partner must be completed and submitted**)**
23) Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate. (In the case of a joint venture, separate COIDA or FEM letter in respect of each partner must be completed and submitted)
24) Proof of Specific Goals Claimed **(mandatory if points are claimed)**
25) Protection of personal content: Consent POPIA
26) Part C1.1 Form of Offer and Acceptance **(mandatory)**
27) Part C1.2 Contract Data
28) Part C2.2 Bills of Quantities **(Handwritten Priced. Not typed and no correction fluid) (mandatory)**

2 Other documents required for bid/quotation evaluation purposes.

29) List of resources, Plant & Equipment to execute the services.Not an elimination criterion at Stage 1 (Admin Compliance), but will be verified during technical risk analysis and in-loco inspections. If a commercial risk is identified, the highest scoring bidder may not be awarded.
30) List of Projects completed of a similar nature with details of the Clients, Scope, Values, and dates of completion, with copies of Practical, Works and or Final Completion Certificates attached as Portfolio of evidence.
31) Project Manager must be a holder of a relevant building qualification (min NQF 6). Attach CV.
32) Bidder key personnel to include the following: 1.OHS officer registered with SACPCMP 2. Site based foreman with at least 2 years relevant building works experience.
33) Bidders must attach at least three (3) reference letters from clients and final completion certificates which clearly indicate that they have undertaken building works with installation of roof sheeting as part of scope of works.
34) Bidder must submit a clear and concise methodology & approach showing his understanding of the terms of reference
35) Bidder must submit a concise Programme of Works showing his understanding of activities to be undertaken

3 Returnable Schedules that will be incorporated into the contract

36) SBD 1 (In the case of a joint venture, separate SBD1 forms in respect of each partner must be completed and submitted).
37) SBD 4 (In the case of a joint venture, separate SBD4 forms in respect of each partner must be completed and submitted).
38) SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022
39) Proposed amendments and qualifications.

40) Specialist Work: Electrical Installation. A qualified electrician with a trade test certificate or a technician with a diploma in electrical engineering (mandatory).
41) Protection of personal content: Consent
42) Valid CIDB Certificate of Tenderer
43) Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate.
44) Proof of Specific Goals Claimed
45) Part C1.1 Form of Offer and Acceptance
46) Part C1.2 Contract Data
47) Part C2.2 Bills of Quantities (Fully priced) (Handwritten Priced. Not typed and no correction liquid).

SBD 1: PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU3-2526-0261-AM**	CLOSING DATE: 05 JUNE 2026 .		CLOSING TIME:	11;00 AM
DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**				

BID RESPONSE DOCUMENTS - MUST BE SUBMITTED ONLINE VIA www.etenders.gov.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms T. Notshe**	CONTACT PERSON	**Ms T. Notshe**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**thabisa.notshe@echealth.gov.za**	E-MAIL ADDRESS	**thabisa.notshe@echealth.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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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, 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 PIN 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: ……

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number.....Tax reference number . . . . . .

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

[2] ***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.***

RECORD OF ADDENDA TO BID DOCUMENTS

BID DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

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

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule. The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

BID DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

Page	**Clause /Item**	**Proposal**

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name

RESOLUTION FOR SIGNATORY

BID DESCRIPTION	**“Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

A: **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors **on company letterhead.**

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be treated as an example, a duly signed and dated copy of the relevant resolution of the joint venture to be **on company letterhead.** We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . . ., authorized signatory of the company . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

BID DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

NAME OF FIRM	**PERCENTAGE SPLIT IN CONSORTIA/JV AS PER CONSORTIA/JV AGREEMENT AND SPECIFIC GOAL POINTS CLAIMED**	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner: …… ….. .	…… %		Signature. . ……... . . . . . . Name …….... Designation……
…… …… .	…… %		Signature. . ……... . . . . . . Name …….... Designation……
…… …… .	…… %		Signature. . ……... . . . . . . Name …….... Designation……
…… …… .	…… %		Signature. . ……... . . . . . . Name …….... Designation……

SCHEDULE OF PROPOSED SUBCONTRACTORS

BID DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form.**

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

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	**Name and address of proposed Subcontractor**	**Sub-Contractor CIDB Grading**	**Sub-Contractor CIDB No.**	**Nature, extent of work, Year completed, Value of sub-contract**	**Contact details:** **Name of person and phone No.**
1					
2					
3					

4					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct					

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

PARTICULARS OF SPECIALIST SUBCONTRACTOR: ELECTRICAL

Project Name:	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
Tender No:	**SCMU3-2526-0261-AM**

Name of Specialist Subcontractor:	
Address:	
Specialist Subcontractor registration number: if applicable	
Registration body/ association:	

Bidders are required to provide contactable references as below.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK	REFERENCE NAME AND CONTACT NUMBER
Certificate of registration as an electrical contractor			Yes	No
Qualified Electrician CV attached which includes a **Trade Test certificate or a diploma in electrical engineering (Mandatory)** (Mark with a X)			Yes	No

Signed …….. Date ……

Name …… Position ……..

Tenderer……

PARTICULARS OF SPECIALIST SUBCONTRACTOR: ROOF INSTALLATION

Project Name:	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
Tender No:	**SCMU3-2526-0261-AM**

Name of Specialist Subcontractor:		
Address:		
Specialist Subcontractor registration number: if applicable		
Roof Installation Certificate of Compliance	Yes	No

Bidders are required to provide contactable references as below.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK	REFERENCE NAME AND CONTACT NUMBER
Specialist Subcontractors CV attached. (Mark with a X)			Yes	No

Signed …….. Date ……

Name …… Position ……..

Tenderer……

SBD 6.1

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

BID DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU NUMBER	**SCMU3-2526-0261-AM**

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

The lowest/ ~~highest~~ acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this

tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Historically Disadvantaged Individuals Ownership	25% (5)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	5% (1)	
Locality	10% (2)	
TOTAL	100% (20)	

CONSORTIA / JOINT VENTURES

* In the event that Specific Goal Points are claimed for members by **Consortia / Joint Ventures** refer to SPECIFIC GOALS POINT – GUIDING WORKING PAPERS TO ASSIST THE BIDDER

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the

points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…… **SIGNATURE(S) OF BIDDER(S)**
SURNAME AND NAME: ……..
DATE: ……
ADDRESS: ……
……

SPECIFIC GOALS POINT - GUIDING WORKING PAPERS TO ASSIST THE BIDDER

Table 1: Consortia/Joint-Venture Percentage Split
In the event that Specific Goal Points are claimed for members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the member:
(If more than 3 Members the Bidder can submit a comprehensive table for all Members as per below example)

	Consortia/JV Member 1 **Company Name:** **……..…** **…….**	**Consortia/JV Member 2** **Company Name:** **…..…….** **……..**	**Consortia/JV Member 3** **Company Name:** **...……** **……..**	**TOTAL**
Percentage Split in Consortia/JV as per Consortia/JV Agreement and Certificate of authority	**……..%**	**……%**	**……%**	**100%**

Table 2: Consortia/Joint Venture Specific Goal Points Claim
In the event that Specific Goal Points are claimed for members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the member:
(If more than 3 Members the Bidder can submit a comprehensive table for all Members as per below example)

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**JV/Consortia Member 1** **Company Name:** **……..…** **…….** **Number of points claimed (80/20 system)**	**JV/Consortia Member 2** **Company Name:** **…..…….** **……..** **Number of points claimed (80/20 system)**	**JV/Consortia Member 3** **Company Name:** **...……** **……..** **Number of points claimed (80/20 system)**	**Total number of points claimed by JV/Consortia**
Historically Disadvantaged Individuals Ownership	20% (4)				
Women Ownership	20% (4)				
Youth Ownership	20% (4)				
Disability Ownership	20% (4)				
Military Veterans Ownership	10% (2)				
Locality	10% (2)				
TOTAL	100% (20)				

Table 3: Detailed description and definition of various categories of the specific goal points that can be claimed.

No.	Detailed description and definition of various categories	Portfolio of Evidence as part of the returnables
1	**Historically Disadvantaged Individuals Ownership:** [Historically Disadvantaged Individual (HDI). Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and /orWho is a female; and/orWho has a disability]. A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999. • The next digit (C) shows if you're an SA citizen status with 0 denoting that you were born a SA citizen and 1 denoting that you're a permanent resident.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
2	**Women Ownership**: A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
3	**Military Veterans Ownership:** According to the 2011 Military Veterans act, a military veteran is any South African who rendered military service to any of the military organisations, former statutory and liberation armies, which were involved on all sides of South Africa's liberation war from 1960 to 1993; served in the then Union Defence Force.	1)Proof of ownership (CIPRO certificate) with id no. with valid proof of veteran status. 2)Proof of ownership (CSD report) with id no. with valid proof of veteran status. 3)Certified copy of ID of all owners.

4	**Disability Ownership:** The CRPD (Convention on the Rights of Persons with Disabilities) defines persons with disabilities to include those who have long term physical, mental, intellectual or sensory impairments, which in interaction with various barriers may hinder their full and effective participation in society on an equal basis.	1)Proof of ownership (CIPRO certificate) with id no. with valid medical documentary proof. 2)Proof of ownership (CSD report) with id no. with valid medical documentary proof. 3)Certified copy of ID of all owners.
5	**Youth Ownership:** Who are Youth in South Africa? The national Youth Policy defines youth as any persons between the ages of 14 and 35 years.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
6	**Locality Ownership:** Proof of business address (municipal account or valid lease agreement) (Eastern Cape Contractors can claim 2 points)	1) Copy of Municial billing account with an address in the Eastern Cape Province. 2)Copy of a Lease Agreement with an addrss in the Eastern Cape Province.

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

VALID CONSRTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) CERTIFICATE OF A TENDERER

(ATTACH HERE)

VALID DEPARTMENT OF LABOUR COIDA LETTER OF GOOD STANDING CERTIFICATE AND/OR FEM

(ATTACH HERE)

PROOF OF SPECIFIC GOALS POINTS CLAIMED
(ATTACH HERE)

Table 2: Detailed description and definition of various categories of the specific goal points that can be claimed.

No.	Detailed description and definition of various categories	Portfolio of Evidence as part of the returnables
1	**Historically Disadvantaged Individuals Ownership:** [Historically Disadvantaged Individual (HDI). Means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and /orWho is a female; and/orWho has a disability]. A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999. • The next digit (C) shows if you're an SA citizen status with 0 denoting that you were born a SA citizen and 1 denoting that you're a permanent resident.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
2	**Women Ownership**: A South African ID number is a 13-digit number which is defined by the following format: YYMMDDSSSSCAZ. • The first 6 digits (YYMMDD) are based on your date of birth. 20 February 1992 is displayed as 920220. • The next 4 digits (SSSS) are used to define your gender. Females are assigned numbers in the range 0000-4999 and males from 5000-9999.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
3	**Military Veterans Ownership:** According to the 2011 Military Veterans act, a military veteran is any South African who rendered military service to any of the military organisations, former statutory and liberation armies, which were involved on all sides of South Africa's liberation war from 1960 to 1993; served in the then Union Defence Force.	1)Proof of ownership (CIPRO certificate) with id no. with valid proof of veteran status. 2)Proof of ownership (CSD report) with id no. with valid proof of veteran status. 3)Certified copy of ID of all owners.

4	**Disability Ownership:** The CRPD (Convention on the Rights of Persons with Disabilities) defines persons with disabilities to include those who have long term physical, mental, intellectual or sensory impairments, which in interaction with various barriers may hinder their full and effective participation in society on an equal basis.	1)Proof of ownership (CIPRO certificate) with id no. with valid medical documentary proof. 2)Proof of ownership (CSD report) with id no. with valid medical documentary proof. 3)Certified copy of ID of all owners.
5	**Youth Ownership:** Who are Youth in South Africa? The national Youth Policy defines youth as any persons between the ages of 14 and 35 years.	1)Proof of ownership (CIPRO certificate) with id no. 2)Proof of ownership (CSD report) with id no. 3)Certified copy of ID of all owners.
6	**Locality Ownership:** Proof of business address (municipal account or valid lease agreement) (Eastern Cape Contractors can claim 1 point)	1) Copy of Municipal billing account with an address in the Eastern Cape Province. 2)Copy of a Lease Agreement with an address in the Eastern Cape Province.

POPIA

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.
As part of its business activities, the Department of Health obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Health from time to time. The Department of Health confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Health hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Health does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Health. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Health requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Health and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.
   b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
   c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
   d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
   e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
   f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

a) The Bidder is required to notify the Information Officer of Department of Health, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Health's personal information.
b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
c) The Bidder shall be required to provide the Department of Health with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Health.

On behalf of the Bidder:

…….. ..……
Signature Date

……. ……
Position Name of the Bidder

On behalf of the Client:

…….. ..……
Signature Date

…….. ..……
Position Name of Client Representative

DETAILS OF ALL RESOURCES, PLANT AND EQUIPMENT TO EXECUTE THIS SERVICE (ATTACH HERE)

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct and noted and agreed that:

This information is required as part of the returnable schedules, which shall not be used as part of elimination evaluation criterion during Stage 1 Admin Compliance, but this information will be checked and verified as part of due diligence Technical Risk Analysis and during the In-Loco inspections, before Adjudication and award, and should the findings indicate a commercial risk to the Client, the bid shall not be awarded to the highest scoring bidder.

Signed	.....	Date	.....
Name	.....	Position	.....
Name of Bidder & Names of JV Partners	.....		

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid Description	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
SCMU number	**SCMU3-2526-0261-AM**

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

"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic'' The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 15% VALUE ADDED TAX IS

……..……..……..……

……

……Rand (in words) ;

R ..... (in figures) (or

other suitable wording)

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.

Signature
……..……
Name
……...
Capacity
……...
for the tenderer
……...
(Name and address of organization)
Name and signature
of witness ……..… ….. Date ……

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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working 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.[1]

Signature

……
Name:

Capacity:

Eastern Cape Department of Health

for the Employer

GLOBAL LIFE CENTRE, SCM UNIT,
C/O PHALO AVENUE AND R63 (OPPOSITE ENGINE GARAGE),
BHISHO

(ECDoH)

Name and signature
of witness …… Date ……..……

Schedule of Deviations

1 Subject _____
Details
_____

2 Subject _____
Details
_____

3 Subject _____
Details
_____

4 Subject _____
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents

listed in the tender data and addenda thereto as listed in the 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/ quotation 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.

[1] *As an alternative, the following wording may be used:*

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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 parti

PART C1.2: CONTRACT DATA

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 – June 2024

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
Reference number	**SCMU3-2526-0261-AM**
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City Metropolitan Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	**Eastern Cape Department of Health**
Business registration number	N/A
VAT/ number	N/A
Country	South Africa
Employer's representative: Name	Ms. T Notshe
Telephone number	email: thabisa.notshe@echealth.gov.za

Physical address	**DEPARTMENT OF HEALTH, GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 (OPPOSITE ENGEN GARAGE), BHISHO 5605**

A4.0 Principal Agent [1.1]

Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	**Letshego Thagane**	
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail	letshego@triviron.co.za	
Postal address	58 St Peters Road, Southernwood, East London		Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London		Postal Code	5200

A5.0 Agent [1.1]

Discipline	Architect			
Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	William Martinson	
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail	williamm@o-l.co.za	
Postal address	1st Floor, Pilot Mill House, The Quarry, Selborne, East London		Postal Code	6070
Physical address	1st Floor, Pilot Mill House, The Quarry, Selborne, East London		Postal Code	N/A

A6.0 Agent [1.1]

Discipline	Quantity Surveyor			
Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	Siyabulela Dywili	
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail	dywilis@liwaniconsulting.co.za	
Postal address	Donald Square, 2nd Floor, 6 Donald Road, Vincent, East London		Postal Code	5247
Physical address	Donald Square, 2nd Floor, 6 Donald Road, Vincent, East London		Postal Code	5247

A7.0 Agent [1.1]

Discipline	Civil Engineer			
Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	Sylvester Makanza	
Practice number	2000/006344/07	Telephone number		
		Mobile number		
Country	South Africa	E-mail	sylvester@tsmak-pm.com	
Postal address	58 St Peters Road, Southernwood, East London		Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London		Postal Code	5200

A8.0 Agent [1.1]

Discipline	Structural Engineer			
Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	Michael Were	
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail	wereow@blkprojects.com	
Postal address	58 St Peters Road, Southernwood, East London		Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London		Postal Code	5200

A9.0 Agent [1.1]

Discipline	Electrical Engineer			
Name	Triviron Project Management			
Legal entity of above	Triviron Project Management	Contact person	Richard Moloto	
Practice number	2000/006344/07	Telephone number		
		Mobile number		
Country	South Africa	E-mail	Richard@risimati.co.za	
Postal address	58 St Peters Road, Southernwood, East London		Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London		Postal Code	5200

A10.0 Agent [1.1]

Discipline	**Mechanical Engineer**		
Name	Triviron Project Management		
Legal entity of above	Triviron Project Management	Contact person	Bheki Maseko
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	bheki@risimati.co.za
Postal address	58 St Peters Road, Southernwood, East London	Postal Code	5200
Physical address	58 St Peters Road, Southernwood, East London	Postal Code	5200

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal Code	
Physical address		Postal Code	

A12.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal Code	
Physical address		Postal Code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	**Standard System of Measuring Building Work (Sixth Edition) as amended**

B 2.0 Law, regulations, and notices [2.0]

Law applicable to the **works**, state country [2.1]	**Republic of South Africa**

B 3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]	**South African Rand**

B 4.0 Documents [5.0]

The original signed **agreement** is to be held by the **principal agent** [5.2], if not, indicate by whom	**Employer**
Number of copies of **construction information** issued to the **contractor** at no cost [5.6]	**Three (3)**

Documents comprising the **agreement**	Page numbers
The **JBCC®** Principal Building Agreement, Edition 6.2 June 2024	1 to 30
The **JBCC®** Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 June 2024	1 to 14
The **JBCC®** General Preliminaries for use with the **JBCC®** Principal Building Agreement, Edition 6.2 June 2024	1 to 7

Contract drawings – description	Number	Revision	Date
Site Plan Prefabricated Addition for additional consulting space during construction	240028-PRF-x06-210	00	2024-08-21
Urgent Repairs to Existing Clinic Buildings	240028-PRF-x06-211	03	2025-02-25

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]
Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by **employer**			Amount including tax	Deductible amount including tax
Yes / No:	**No**			
Contract works insurance:				
	New **works** [10.1.1] (**Contract sum** or amount)			
or	**Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount			
or	**Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works**)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by **Contractor**		Amount including tax	Deductible amount including tax
Yes / No:	**Yes**		
	New **works** [10.1.1] (**Contract sum** or amount)	N/A	N/A
or	**Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount)	**To the minimum value of the**	**With a deductible not exceeding**

		contract sum + 10%	**5% of each and every claim**
or	**Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works**)	**To the minimum value of the contract sum + 10%**	**With a deductible not exceeding 5% of each and every claim**
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		Yes	
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	**Yes / No?**	**Yes**
If yes, description	The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOHs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. All allowances for the safe removal and disposal of asbestos material are deemed to be priced in the removal of existing roofing and other asbestos containing material. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities. Allowance must be made for periodic adjustment of any hoardings aligned to the project phasing and for their eventual removal and for making good. The contractor shall 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.	
Restriction of working hours [12.1.2]	**Yes / No?**	**Yes**

If yes, description	07h30 to 17h00 Weekdays only. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the management of the facility, in advance. No costs shall be claimable connected thereto.		
Natural features and known services to be preserved by the contractor [12.1.3]		**Yes / No?**	**Yes**
If yes, description	Existing services that are to be preserved are indicated in the existing service layout plan.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		**Yes / No?**	**Yes**
If yes, description	Work areas and restricted areas are defined on the drawing specifying the site establishment.		
Supply of free issue [12.1.10]		**Yes / No?**	**No**
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	**No**	**If yes, description of specialisation**
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	**No**	**If yes, description of specialisation**
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

Yes / No?	**No**	**If yes, description of extent of work**
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	N/A

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Construction Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	**6 Months**	

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B16.0 [B4.1]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	**Yes / No?**	**Yes**
If yes, description of applicable elements	**The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect to all works.**	

B 14.0 Payments [25.0]

Date of month for issue of regular **payment certificates** [25.2]	**20th**		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	**Yes / No?**	**No**	**Base Month: N/A**
If yes, method to calculate	**CPAP calculated with Haylett formulae based on indices as provided by Stats SA**		
Employer shall pay the **contractor** within: [25.10]	**Thirty (30) calendar days**		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	**Refer to Part C1.3 Dispute Resolution Mechanism**	
Applicable rules for adjudication [30.6.2]	**Adjudication in accordance with the CIDB adjudication process**	
Arbitration [30.7.4; 30.10]	**Yes / No?**	**No**
If Yes, name of nominating body *If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	**Yes / No?**	**Yes**
Availability of construction information – is the construction information complete? [B2.3]	**Yes / No?**	**Yes**
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A	
Previous work - **defects** - details of previous contract(s) [B3.2]	N/A	
Inspection of adjoining properties - details [B3.3]	N/A	
Handover of **site** in stages - specific requirements [B4.1]	N/A	
Enclosure of the **works** - specific requirements [B4.2]	The contractor will be restricted to work only within the area demarcated for that specific project work section as per site establishment drawings. The contractor is to note that the project is being constructed in sections as set out in B11, which might result in the contractor having to de-establish and re-establish the site office on site to suite their own requirements. The contractor must take cognisance of the above restrictions and sectional completion of the project and price the above in the preliminaries section of the BoQ. No claims in this regard will be considered.	
Geotechnical and other investigations - specific requirements [B4.3]	N/A	

Existing premises occupied - details [B4.5]		Any other hoardings etc. to comply with the Construction Regulations 2014 and any other legal requirements or legislation must be priced in the Preliminaries section of the bills of Quantities. The contractor must allow in their preliminaries section, for the periodic adjustment of any hoardings and their eventual removal and making good. No claims for additional hoardings etc will be entertained. The contractor must ensure minimal disruption to the operation of the clinic and keep dust and noise to a minimum.	
Services - known - specific requirements [B4.6]		?	
Water [B8.1]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
	By **employer** – metered	**Yes / No?**	**No**
Electricity [B8.2]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
	By **employer** – metered	**Yes / No?**	**No**
Ablution and welfare facilities [B8.3]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		Yes. Scope of Works and Health and Safety Plan which are annexed to this bid document	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		Yes. Scope of Works and Health and Safety Plan which are annexed to this bid document	
Disturbance - specific requirements [B11.5]		Yes. Scope of Works and Health and Safety Plan which are annexed to this bid document	
Environmental disturbance - specific requirements [B11.6]		No specific requirement	

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT PERIOD: The period commencing on the date of the Employer accepting the offer by signing the Form of Offer and Acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No Clause

GUARANTEE FOR CONSTRUCTION: A security in terms of the ECDOH's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: 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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:
This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained

5.0 Documents

Replace Clause 5.4 with the following:

The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

6.0 Employer's Agents

Replace Clause 6.5 with the following:

Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2,14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

8.0 Works Risk

Replace Clause 8.4 with the following**:**

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 security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "…. due to no fault of the **contractor**"
9.2.9 No Clause
9.2.10 No Clause

Add the following as clause 9.3**:**

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

10.0 Insurances

Add the following as 10.1.5.1:

High risk Insurance

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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** 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. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.1.5.1.2 Injury **to persons or loss of or damage to property**

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

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 property, 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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any 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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on site
Replace Clauses 11.1, 11.1.1, 11.1.2, 11.2.1 and 11.2.2 with the following:

11.3 No Clause
11.4 No Clause
11.5 No Clause
11.6 No Clause
11.6 No Clause
11.7 No Clause
11.8 No Clause
11.9 No Clause
11.10 No Clause

12.0 Obligations of the Parties

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

Give possession of the site to the contractor within ten (10) working days after the appointment of all SMME contractor packages, approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:
The priced Bills must be submitted as part of the returnable documents. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

Replace Clause 12.2.5 with the following:
Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

Replace Clause 12.2.13 with the following:
Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:
Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

Add the following as Clause 12.2.23:
The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

19.0 Practical Completion

Replace Clause 19.5 with the following:

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.

21.0 Defects Liability Period and Final Completion

Clause 21.0

Replace Clause 21.1 with the following:
The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion)

Replace Clause 21.6 with the following:
On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

(1) inspect the works and within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:
The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

Add the following as Clause 21.14:
Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:
Where the contractor fails to bring the works, or a section thereof, to practical or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

Replace Clause 24.2 with the following:
Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

Replace Clause 24.2.1 with the following:
The actual or deemed date of practical or final- completion, of the works, or a section thereof [23.7.1]

25.0 Payment

Replace Clause 25.2 with the following:

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

Add the following to Clause 25.3:
25.3.12 Tax Invoice

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier

and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

Replace Clause 25.10 with the following:

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

25.10: Delete the words “and/or **compensatory interest**”

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

The value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.2 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

25.12.3 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 26

25.12.4 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 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.

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following**:**

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

27.0 Recovery of Expense and/or Loss

Clause 27.0

Replace Clause 27.1.2 with the following:
Interest due to late payment only

Replace Clause 27.1.4 with the following:
Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

29.0 Termination

Clause 29.0

Add the following as Clause 29.1.4:
The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Add the following as Clause 29.1.5:
The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Add the following as Clause 29.1.6:
Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

Replace Clause 29.7 with the following:
The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

Replace Clause 29.9 with the following:
The employer has the right of recovery against the contractor, where applicable, [CD] from:

The payment reduction until the final payment is made;

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

30.0 Dispute Resolution

Replace Clause 30.2 with the following:
Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:
The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:
The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:
Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.

Replace Clause 30.9 with the following:
Institution of Litigation shall be commenced, and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

Add the following additional Clause.

It is a condition of contract that:

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the cidb Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013.

The main contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises in two agreed developmental areas as per clause 3.2.1 of the Indirect Targeting Standard (Gazette Notice No.36190 of 25 February 2013).

<u>Distinguish Between Construction Period and Contract Period</u>

Please note the following key distinction:

- Construction Period: This refers to the physical timeframe allocated to the contractor to execute works on site
- Contract Period: This encompasses the full contract lifecycle from award date through practical completion, extension of time (if granted), project close-out, and final account.

The JBCC Principal Building Agreement Edition 6.2, Clause 19.0, defines practical completion, while Clause 23.0 (Delays and Extension of Time) outlines provisions under which a contractor may apply for and be granted an extension. It is important that these provisions be observed to avoid unintended contract breaches or disputes.

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

In respect of contracts with a contract sum more than R1 Million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A,B,C,D or E	**Option:**	

Option A	**Payment reduction of 10% of the value certified in the payment certificate**
Option B	**Variable construction guarantee of 10% of the contract sum (excluding VAT)**
Option C	**Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate**
Option D	**Cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)**
Option E	**Cash deposit of 10% of the contract sum (excluding VAT)**

Guarantee for payment by **employer** [11.5.1; 11.10]	Not Applicable
Advance payment, subject to a **guarantee for advance payment** [11.2.2; 11.3]	Not Applicable

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 **contractor's** annual holiday period	start date		end date	
Year 2 **contractor's** annual holiday period	start date		end date	
Year 3 **contractor's** annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	**Option:**	

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The **preliminaries** shall be paid in accordance with an amount prorated to the value of the **works** executed in the same ratio as the amount of the **preliminaries** to the **contract sum**, which **contract sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the rate of progress of the **works**

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	**Option:**	

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender

Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working **days of** possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment**, establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme**

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The **preliminaries** shall be adjusted in accordance with the allocation of **preliminaries** amounts provided by the **contractor,** apportioned to **sections** where completion in **sections** is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the **contract value** as compared to the **contract sum**. Both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4]

Option B	The adjustment of **preliminaries** shall be based on the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the **preliminaries** per **section** is not provided, the categorized amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent**
Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

GUARANTEE FOR CONSTRUCTION (PRO-FORMA)

Guarantee for Construction

For use with the JBCC® Principal Building Agreement edition /date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:			
Physical Address:			
Guarantor's signatory 1:		Capacity	
Guarantor's signatory 2:		Capacity	
Employer:			
Contractor:			
Principal Agent:			
Works:			
Site:			
Contract Sum:	Accepted amount inclusive of tax	Currency	
Amount in words:			
Guaranteed Sum:	The maximum aggregate amount	Currency	
Amount in words:			
Guarantee for Construction:	*(Insert Variable or Fixed)*		
Expiry Date:			

AGREEMENT DETAILS

Sections:	Total number / not applicable	Last Section	
Principal Agent issues	JBCC® format Recovery Statement, Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion		

1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:	From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the Interim Payment Certificate certifying in excess of 50% of the contract sum
Amount in words:	

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid Interim Payment Certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections

Amount in words:

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections

Amount in words:

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the guarantee validity period

2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:	From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:

3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention to create a suretyship;

3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money; and

3.3 Reference to a Recovery Statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4. 3:

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . . day of . . . . . between:. . . . . .
. . . . . (name of company / organization) of . . . . . .
. . . . . .
. . . . . (address) and. . . . . .
(name of company / organization) of . . . . . .
. . . . . .
. (address) (the Parties) and. . . . . (name) of
. . . . . .
.....(address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . .
. . . and known as. . . . . .
..... and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name:	Name:	Name:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	Address:
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R..... This fee shall become payable in equal amounts by each Party within.....days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

PART C2: PRICING DATA

PARTC2.1:PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.

2 The agreement is based on the JBCC Edition 6.2 of 2024, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the preliminaries for the use of JBCC Edition 6.2– June 2024. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted by approval of the Principal Agent.

7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (http://www.publicworks.gov.za/ under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed
b) 15 percent is Value Related
c) 75 percent is Time Related

15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

18. The Contractor shall price the Specialist Subcontract works identified as such in the tender document based on the Specialist Subcontractors quotations plus any profit, attendance and overheads the Contractor may deem necessary

PART C2.2 – BILLS OF QUANTITIES

Item No		Quantity	Rate	Amount

SECTION NO. 1 : PRELIMINARIES

BILL NO. 1

PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The JBCC Principal Building Agreement contract data form an integral part of this agreement

The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described

The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

Carried Forward R

Brought Forward		R	

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

Carried Forward		R	

	Brought Forward		R	
	The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications			
	STRUCTURE OF THIS PRELIMINARIES BILL			
	Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement			
	Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries			
	Section C : Any special clauses to meet the particular circumstances of the project			
	PRICING OF PRELIMINARIES			
	The contractor is referred to Tender Data Section in BOOK 1 on the Tender Document for Contract Data Information.			
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)			
	SECTION A: PRINCIPAL BUILDING AGREEMENT			
1	Interpretation (A1-A7)			
2	Clause 1.0 - Definitions and interpretation			
3	**Pricing of bills of quantities**			
	Carried Forward		R	

	Brought Forward		R	
4	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities			
5	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained			
6	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary			
7	**Abbreviated descriptions**			
8	The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice			
9	**Legal status of contractor**			
10	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:			
	Carried Forward		R	

	Brought Forward		R	
11	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement			
12	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons			
13	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer			
14	F:..... V:..... T:.....	Item		
15	**Clause 2.0 - Law, regulations and notices**			
16	F:..... V:..... T:.....	Item		
17	**Clause 3.0 - Offer and acceptance**			
18	F:..... V:..... T:.....	Item		
19	**Clause 4.0 - Cession and assignment**			
20	F:..... V:..... T:.....	Item		
21	Clause 5.0 - Documents			
22	Value Added Tax			
23	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)			
24	Electronic issue of drawings			
25	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]			
26	F:..... V:..... T:.....	Item		
27	Clause 6.0 - Employer's agents			
	Carried Forward		R	

	Brought Forward		R	
28	Delegated authority			
29	The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:			
30	1. Architect			
31	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
32	1.1 Duties [6.2] :			
33	The architect is responsible for the architectural design, functional design and quality inspection of the works			
34	1.2 Contract instructions [6.2; 17.1]			
35	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
36	1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
37	1.2.3 The site [13.0]			
38	1.2.4 Compliance with the law, regulations and bylaws [2.1]			
39	1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
40	1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
41	1.2.7 Removal or re-execution of work			
	Carried Forward		R	

	Brought Forward		R	
42	1.2.8 Removal or substitution of any materials and goods			
43	1.2.9 Protection of the works			
44	1.2.10 Making good physical loss and repairing damage to the works [23.2.2]			
45	1.2.11 Rectification of defects [21.2]			
46	1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
47	1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums			
48	1.2.14 Appointment of a subcontractor [14.0; 15.0]			
49	1.2.15 Work by direct contractors [16.0]			
50	1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]			
51	2. Quantity surveyor			
52	2.1 Duties [6.2]			
53	The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works			
54	2.2 Contract instructions [6.2; 17.1]			
55	2.2.1 No contract instructions delegated to the quantity surveyor			
56	3. Civil and structural engineer			
	Carried Forward		R	

	Brought Forward		R	
57	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
58	3.1 Duties [6.2]			
59	The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works			
60	3.2 Contract instructions [6.2; 17.1]			
61	3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
62	3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
63	3.2.3 The site [13.0]			
64	3.2.4 Compliance with the law, regulations and bylaws [2.1]			
65	3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
66	3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
67	3.2.7 Removal or re-execution of work			
68	3.2.8 Removal or substitution of any materials and goods			
69	3.2.9 Protection of the works			
70	3.2.10 Making good physical loss and repairing damage to the works [23.2.2]			
	Carried Forward		R	

	Brought Forward		R	
71	3.2.11 Rectification of defects [21.2]			
72	3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
73	3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums			
74	4. Mechanical engineer			
75	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
76	4.1 Duties [6.2]			
77	The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions			
78	4.2 Contract instructions [6.2; 17.1]			
79	4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
80	4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
81	4.2.3 Compliance with the law, regulations and bylaws [2.1]			
82	4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
	Carried Forward		R	

	Brought Forward		R	
83	4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
84	4.2.6 Removal or re-execution of work			
85	4.2.7 Removal or substitution of any materials and goods			
86	4.2.8 Protection of the works			
87	4.2.9 Making good physical loss and repairing damage to the works [23.2.2]			
88	4.2.10 Rectification of defects [21.2]			
89	4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
90	4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums			
91	5. Electrical engineer			
92	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
93	5.1 Duties [6.2]			
94	The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions			
95	5.2 Contract instructions [6.2; 17.1]			
	Carried Forward		R	

	Brought Forward		R	
96	5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
97	5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
98	5.2.3 Compliance with the law, regulations and bylaws [2.1]			
99	5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
100	5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
101	5.2.6 Removal or re-execution of work			
102	5.2.7 Removal or substitution of any materials and goods			
103	5.2.8 Protection of the works			
104	5.2.9 Making good physical loss and repairing damage to the works [23.2.2]			
105	5.2.10 Rectification of defects [21.2]			
106	5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
107	5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums			
108	6. Wet services engineer			
	Carried Forward		R	

	Brought Forward		R	
109	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
110	6.1 Duties [6.2]			
111	The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works			
112	6.2 Contract instructions [6.2; 17.1]			
113	6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
114	6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
115	6.2.3 Compliance with the law, regulations and bylaws [2.1]			
116	6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
117	6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
118	6.2.6 Removal or re-execution of work			
119	6.2.7 Removal or substitution of any materials and goods			
120	6.2.8 Protection of the works			
121	6.2.9 Making good physical loss and repairing damage to the works [23.2.2]			
122	6.2.10 Rectification of defects [21.2]			
	Carried Forward		R	

	Brought Forward		R	
123	6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
124	6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums			
125	7. Fire consultant			
126	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA			
127	7.1 Duties [6.2]			
128	The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works			
129	7.2 Contract instructions [6.2; 17.1]			
130	7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement			
131	7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works			
132	7.2.3 Compliance with the law, regulations and bylaws [2.1]			
133	7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works			
134	7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
135	7.2.6 Removal or re-execution of work			
	Carried Forward		R	

	Brought Forward		R	
136	7.2.7 Removal or substitution of any materials and goods			
137	7.2.8 Protection of the works			
138	7.2.9 Making good physical loss and repairing damage to the works [23.2.2]			
139	7.2.10 Rectification of defects [21.2]			
140	7.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
141	7.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ?			
142	8. Health and safety consultant			
143	8.1 Duties [6.2]			
144	The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:			
145	8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended			
146	8.1.2 Prepare and update the health and safety specification for the works			
147	8.1.3 Agree with the contractor the health and safety plan for the works			
148	8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations			
	Carried Forward		R	

	Brought Forward		R	
149	8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to			
150	F:..... V:..... T:.....	Item		
151	Clause 7.0 - Design responsibility			
152	F:..... V:..... T:.....	Item		
153	Insurances and securities (A8-A11)			
154	Clause 8.0 - Works risk			
155	F:..... V:..... T:.....	Item		
156	Clause 9.0 - Indemnities			
157	F:..... V:..... T:.....	Item		
158	Clause 10.0 - Insurances			
159	F:..... V:..... T:.....	Item		
160	Clause 11.0 - Securities			
161	Guarantee for payment			
162	The employer shall not provide to the contractor a guarantee for payment [11.5.1]. The contractor shall waive his lien or right of continuing possession of the works [11.10]			
163	Extension of waiver of lien			
164	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]			
165	F:..... V:..... T:.....	Item		
166	Execution (A12 - A17)			
	Carried Forward		R	

	Brought Forward		R	
167	Clause 12.0 - Obligations of the parties			
168	Office accommodation			
169	The contractor shall provide, maintain and remove on practical completion air ventilated office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]			
170	Notice board			
171	The contractor shall erect a notice board. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]			
172	Statutory and other notices			
173	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard			
174	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto			
175	F:..... V:..... T:.....	Item		
176	Clause 13.0 - Setting out			
177	F:..... V:..... T:.....	Item		
178	Clause 14.0 - Nominated subcontractors			
179	F:..... V:..... T:.....	Item		
180	Clause 15.0 - Selected subcontractors			
181	F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
182	Clause 16.0 - Direct contractors			
183	Attendance on direct contractors			
184	In respect of direct contractors the contractor shall:			
185	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials			
186	2. Allow the use of personnel welfare facilities, where provided			
187	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation			
188	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]			
189	F:..... V:..... T:.....	Item		
190	Clause 17.0 - Contract instructions			
191	Site instructions			
192	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor			
193	F:..... V:..... T:.....	Item		
194	Completion (A18 - A24)			
195	Clause 18.0 - Interim completion			
196	Clause 19.0 - Practical completion			
197	F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
198	Clause 20.0 - Completion in sections			
199	F:..... V:..... T:.....	Item		
200	Clause 21.0 - Defects liability period and final completion			
201	F:..... V:..... T:.....	Item		
202	Clause 22.0 - Latent defects liability period			
203	F:..... V:..... T:.....	Item		
204	Clause 23.0 - Revision of the date for practical completion			
205	Substitution of materials and goods			
206	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]			
207	F:..... V:..... T:.....	Item		
208	Clause 24.0 - Penalty for late or non-completion			
209	F:..... V:..... T:.....	Item		
210	Payment (A25 - A27)			
211	Clause 25.0 - Payment			
212	Prices submitted			
	Carried Forward		R	

	Brought Forward		R	
213	Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing			
214	F:..... V:..... T:.....	Item		
215	Clause 26.0 - Adjustment of the contract value and final account			
216	Fluctuations in costs			
217	All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]			
218	Tenant installation/user requirements delayed			
219	There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to practical completion			
220	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works			
221	The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission			
222	Cost of claims			
	Carried Forward		R	

	Brought Forward		R	
223	All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs			
224	Claims from subcontractors			
225	The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]			
226	F:..... V:..... T:.....	Item		
227	Clause 27.0 - Recovery of expense and/or loss			
228	F:..... V:..... T:.....	Item		
229	Suspension and termination (A28 - A29)			
230	Clause 28.0 - Suspension by the contractor			
231	F:..... V:..... T:.....	Item		
232	Clause 29.0 - Termination			
233	F:..... V:..... T:.....	Item		
234	Dispute resolution (A30)			
235	Clause 30.0 - Dispute resolution			
236	F:..... V:..... T:.....	Item		
237	Agreement			
238	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties			
239	F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
240	Contract data			
241	Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data			
	SECTION B: JBCC PRELIMINARIES			
242	Definitions and interpretation (B1)			
243	Clause 1.1 - Definitions			
244	F:..... V:..... T:.....	Item		
245	Clause 1.2 - Interpretation			
246	F:..... V:..... T:.....	Item		
247	Documents (B2)			
248	Clause 2.1 - Checking of documents			
249	F:..... V:..... T:.....	Item		
250	Clause 2.2 - Provisional bills of quantities			
251	These bills of quantities are provisional			
252	F:..... V:..... T:.....	Item		
253	Clause 2.3 - Availability of construction information			
254	F:..... V:..... T:.....	Item		
255	Clause 2.4 - Ordering of materials and goods			
256	F:..... V:..... T:.....	Item		
257	Previous work and adjoining properties (B3)			
258	Clause 3.1 - Previous work - dimensional accuracy			
	Carried Forward		R	

	Brought Forward		R	
259	F:..... V:..... T:.....	Item		
260	Clause 3.2 - Previous work - defects			
261	F:..... V:..... T:.....	Item		
262	Clause 3.3 - Inspection of adjoining properties			
263	F:..... V:..... T:.....	Item		
264	The site (B4)			
265	Clause 4.1 - Handover of site in stages			
266	F:..... V:..... T:.....	Item		
267	Clause 4.2 - Enclosure of the works			
268	Enclosure of work to be as prescribed by the Architect. in the absence of prescribed specification the contractor to allow as per the regulations			
269	F:..... V:..... T:.....	Item		
270	Clause 4.3 - Geotechnical and other investigations			
271	F:..... V:..... T:.....	Item		
272	Clause 4.4 - Encroachments			
273	F:..... V:..... T:.....	Item		
274	Clause 4.5 - Existing premises occupied			
275	F:..... V:..... T:.....	Item		
276	Clause 4.6 - Services - known			
277	F:..... V:..... T:.....	Item		
278	Management of contract (B5)			
	Carried Forward		R	

	Brought Forward		R	
279	Clause 5.1 - Management of the works			
280	F:..... V:..... T:.....	Item		
281	Clause 5.2 - Progress meetings			
282	F:..... V:..... T:.....	Item		
283	Clause 5.3 - Technical meetings			
284	F:..... V:..... T:.....	Item		
285	Samples, shop drawings and manufacturer's instructions (B6)			
286	Clause 6.1 - Samples of materials			
287	F:..... V:..... T:.....	Item		
288	Clause 6.2 - Workmanship samples			
289	F:..... V:..... T:.....	Item		
290	Clause 6.3 - Shop drawings			
291	F:..... V:..... T:.....	Item		
292	Clause 6.4 - Compliance with manufacturer's instructions			
293	F:..... V:..... T:.....	Item		
294	Deposits and fees (B7)			
295	Clause 7.1 - Deposits and fees			
296	F:..... V:..... T:.....	Item		
297	Temporary services (B8)			
298	Clause 8.1 - Water			
	Carried Forward		R	

	Brought Forward		R	
299	F:..... V:..... T:.....	Item		
300	Clause 8.2 - Electricity			
301	F:..... V:..... T:.....	Item		
302	Clause 8.3 - Ablution and welfare facilities			
303	F:..... V:..... T:.....	Item		
304	Clause 8.4 - Communication facilities			
305	F:..... V:..... T:.....	Item		
306	Prime cost amounts (B9)			
307	Clause 9.1 - Responsibility for prime cost amounts			
308	F:..... V:..... T:.....	Item		
309	Attendance on subcontractors (B10)			
310	Clause 10.1 - General attendance			
311	General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement			
312	F:..... V:..... T:.....	Item		
313	General (B11)			
314	Clause 11.1 - Protection of the works			
315	F:..... V:..... T:.....	Item		
316	Clause 11.2 - Protection/isolation of existing works and works occupied in sections			
317	F:..... V:..... T:.....	Item		
318	Clause 11.3 - Security of the works			
	Carried Forward		R	

	Brought Forward		R	
319	F:..... V:..... T:.....	Item		
320	Clause 11.4 - Notice before covering work			
321	F:..... V:..... T:.....	Item		
322	Clause 11.5 - Disturbance			
323	Disturbance			
324	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever			
325	F:..... V:..... T:.....	Item		
326	Clause 11.6 - Environmental disturbance			
327	Controlling all forms of pollution			
328	The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc			
329	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works			
330	F:..... V:..... T:.....	Item		
331	Clause 11.7 - Works cleaning and clearing			
332	F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
333	Clause 11.8 - Vermin			
334	F:..... V:..... T:.....	Item		
335	Clause 11.9 - Overhand work			
336	F:..... V:..... T:.....	Item		
337	Clause 11.10 - Tenant installations			
338	F:..... V:..... T:.....	Item		
339	Clause 11.11 - Advertising			
340	F:..... V:..... T:.....	Item		
	SECTION C: SPECIFIC PRELIMINARIES			
341	Warranties for materials and workmanship			
342	Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract			
343	The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so			
344	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor			
345	F:..... V:..... T:.....	Item		
346	Overtime			
	Carried Forward		R	

	Brought Forward		R	
347	Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer			
348	F:..... V:..... T:.....	Item		
349	Cooperation of the contractor for cost management			
350	It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget			
351	F:..... V:..... T:.....	Item		
352	Overloading			
353	The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense			
354	F:..... V:..... T:.....	Item		
355	Propping of floors below			
	Carried Forward		R	

	Brought Forward		R	
356	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor			
357	F:..... V:..... T:.....	Item		
358	Testing of flat roof waterproofing for watertightness			
359	Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing			
360	F:..... V:..... T:.....	Item		
361	Health and safety			
362	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]			
363	The contractor shall:			
364	1. Comply with the health and safety specification for the works			
365	2. Prepare and agree with the health and safety consultant the health and safety plan for the works			
	Carried Forward		R	

	Brought Forward		R	
366	3. Cooperate with the health and safety consultant in all respects			
367	4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification			
368	5. Conform to the conditions contained in the employer's health and safety specification			
369	F:..... V:..... T:.....	Item		
370	Broad based black economic empowerment (BBBEE)	N/A		
371	Tenders submitted will be evaluated taking into account their empowerment rating			
372	The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works			
373	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating			
374	F:..... V:..... T:.....	Item		
375	Advertising rights			
376	The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement			
377	F:..... V:..... T:.....	Item		
378	Confidentiality			
	Carried Forward		R	

	Brought Forward		R	
379	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works			
380	No information regarding this project shall be published or disclosed without the prior written consent of the employer			
381	F:..... V:..... T:.....	Item		
382	Media releases			
383	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer			
384	The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media			
385	F:..... V:..... T:.....	Item		
386	**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 tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent.** F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
387	**C2 GENERAL PREAMBLES** The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used. F:..... V:..... T:.....	Item		
388	**C4 IMPORTED MATERIALS AND EQUIPMENT** Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer). Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable). F:..... V:..... T:.....	Item		
389	**C5 VIEWING THE SITE IN SECURITY AREAS** The tenderer must arrange with the responsible officer to obtain permission to enter the **site** for tendering purposes F:..... V:..... T:.....	N/A		
	Carried Forward		R	

	Brought Forward		R	
390	**C6 COMMENCEMENT OF WORKS IN SECURITY AREAS** As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer 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:____ Value related:_____ Time related:_____	N/A		
391	**C7 ENTRANCE PERMITS TO SECURITY AREAS** IF the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer. Fixed:____ Value related:_____ Time related:_____	N/A		
392	**C8 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.** F:..... V:..... T:.....	N/A		
	Carried Forward		R	

	Brought Forward		R	
393	**C9 PROHIBITION ON TAKING OF PHOTOGRAPHS** In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister. The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:.....		N/A	
	C10 HIV/AIDS AWARENESS It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**. 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. 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 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.			
	Carried Forward		R	

	Brought Forward		R	
394	**C10.1 AWARENESS CHAMPION** Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification. F:..... V:..... T:.....	Item		
395	**C10.2 AWARENESS WORKSHOPS** 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. F:..... V:..... T:.....	Item		
396	**C10.3 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. F:..... V:..... T:.....	Item		
397	**C10.4 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. F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
398	**C10.5 MONITORING** Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification. F:..... V:..... T:.....	Item		
	Carried Forward		R	

Brought Forward			R
C11 OCCUPATIONAL HEALTH AND SAFETY ACT			
The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).			
It is required of the **contractor** to thoroughly study the 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.**			
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.			
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.			
Prices to Allow for: 1. Principal Contractor 2. All Sub-contractors 3. SMME Sub-contractors			
The contractor is referred to the specifications annexed to this tender documents for comprehensive pricing F:..... V:..... T:.....	Item		
Carried Forward			R

	Brought Forward			R
399	**C12 REPORTING BY CONTRACTOR** The Contractor is required to complete the CONTRACTOR MONTHLY REPORT which is to be submitted together with the Contractor's payment claim.Payment of the Contractor is conditional on this information being accurate and timeously provided. Payment shall be subject to the Employer giving the Contractor a tax invoice for the amount due.The Contractor is to take note of the following requirements -At the bottom of the CONTRACTOR MONTHLY REPORT, the Site Agent, Clerk of Works, CLO or Contractor must sign the document as proof that the people indicated have worked the number of days F:..... V:..... T:.....	Item		
400	**C13 LOCAL LABOUR AND LOCAL BUILDING MATERIALS** It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract. Should adequate and appropriate labour not be available within the locality, other labour may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour. The contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilisation of local labour in the construction process. The contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The contractor shall, in general, maximise the involvement of the local community.	Item		
	Carried Forward			R

	Brought Forward			R
401	**C14 LOCAL BUILDING MATERIALS** Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province provided that: (a) Such materials comply in all respects with the specific requirements of PW371 specification. (b) The availability of such materials shall not adversely affect the desired progress of the specific works. (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof. F:..... V:..... T:.....	Item		
402	**C15 ADMINISTRATION** The **Contractor** must allow for **all costs** (including any profit and/or attendance) associated with the administration, appointment, training and/or payment of the CLO, Candidate Professionals, Students, EPWP Beneficiaries, APTCOD Learners, Clerk of Works and Steering Committee Members **as applicable** and included in this tender document. This item must be priced within rates or preliminaries, there is no separate line item for this (refer to **PROVISIONAL SUMS & SOCIAL SECTIONS OF THIS BOQ)** No additional claims in this regard shall be entertained. F:..... V:..... T:.....	Item		
	Carried Forward			R

	Brought Forward		R	
403	**C16 EMPLOYMENT OF SMME CONTRACTORS AS "SUB-CONTRACTORS" TO THE PRINCIPAL CONTRACTOR** *The Tenderers must allow for all costs applicable that they may feel will be associated with the successful integration, development of and completion of SMME Sub-contractors' work to the approval of the Principal Agent on this project.* *Approximately 33% of the project value **must** be allocated to SMME Sub-contractors. Successful contractor will be required to supply verified monthly statements/schedules (verified by their auditors) indicating the % achieved for that month. A cumulative schedule also needs to be maintained for each month that has passed.* *Failure by a main contractor/service provider to comply with the provisions of this policy in respect of meaningful participation of SMME's, will result in the application of a penalty.* **The penalty applicable will be equal to the value of the shortfall.** *Any additional costs that the Tenderers may deem applicable due to the use and implementation of 40% of SMME Subcontractors programme, including the following but not limited to should be allowed for in this item (**Clause C16**), no claim for any additional costs attributable to the incorporation and development of SMME Sub-contractors on this project will be entertained after the tenders are submitted.* *1. Contractor's profit & Attendance* *2. SMME"s preliminaries & General including OHS* F:..... V:..... T:.....	Item		
	Carried Forward		R	

	Brought Forward		R	
404	**C17 SMME CONSTRUCTION MENTOR** Provision for pricing for the employment, on a full time basis for the duration of the contract, an SMME Construction Mentor. All costs associated with the completion of the SMME Construction Mentor duties, provision of office facilities and tools of trade are deemed to be priced hereunder. No additional claims in this regard shall be entertained. The above is in strict accordance with the Specification for the Employment of SMME Sub-contractors and all costs should be included in this item for the employment of the Mentor.			
	F:..... V:..... T:.....	Item		
	SUMMARY OF CATEGORIES			
405	Category : Fixed R.....	Item		
406	Category : Value R.....	Item		
407	Category : Time R.....	Item		
	Carried to Final Summary		R	

Section No. 1
Bill No. 1
Bill No. 1: Preliminaries and General

Item No		Quantity	Rate	Amount

SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS

Bill No.1 : Alterations

TRADE PREAMBLES

For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

View Site:

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

Explosives:

No explosives whatsoever may be used for demolition purposes unless otherwise stated.

General:

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent.

Carried Forward R

Brought Forward		R	
Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent.			
Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.			
Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc.			
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing			
With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc., shall be levelled and prepared for raising of brickwork.			
Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.			
The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.).			
Carried Forward		R	

				R	
	Brought Forward				
	HOARDING, ETC.				
	Temporary barricades, screens, roofs, etc. including removal				
1	Hoarding 2400mm high formed of 2200mm long 100mm diameter gum poles embedded 400mm into ground and 2500mm centres with timber purlins horizontal at 600mm centres to form a frame nailed upon gum poles with 70% shade net including excavating, backfilling, compacting, etc., complete including maintenance, re-use and removal thereof on completion.	m	222		
	REMOVAL OF EXISTING WORK				
	Demolish, Hack Up/Off, Take Up/Off/Out And Remove				
2	Demolish 2000mm x 1000mm x 300mm thick concrete base and remove from site	No	2		
	Taking out and relocate site signage including flagpoles etc				
3	Existing site signage and relocate to the opposite side of the pedestrian entrance gate to the north side of the new ablution block	No	1		
4	Ditto but flagpoles	No	2		
	Taking out and removing doors, windows, gates, etc., including thresholds, sills, etc., and making good plaster on both sides and plastering reveals (making good paint work elsewhere):				
5	Timber single door and timber frame 813 x 2032mm high overall from half brickwall.	No	2		
	Taking out and removing existing damaged Barge boards, Fascia boards,etc				
6	Barge boards	m	27		
7	Fascia Boards	m	2		
	Carried Forward			R	

				R	
	Brought Forward				
	Taking out and removing window brass stays and lever handles				
8	Window brass stays	No	9		
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.:				
9	Galvanised corrugated iron roof sheetings,Hips , Gutters and all other rainwater goods etc.	m2	79		
	MAKING GOOD OF FINISHES, ETC				
	Making good internal cement plaster:				
10	Re-plaster defective areas on walls and make good all defects through out.	m2	196		
	Door frames				
11	Repair and secure loose door frame	m	5		
	PREPARATORY WORK TO EXISTING SURFACES				
	Prepare existing surfaces to receive new plaster and paint:				
12	Hack off plaster from walls and cart away rubble to a dump site located by Contractor.	m2	285		
	Preparatory work:				
13	Prepare existing painted walls to receive new painting	m2	389		
14	Prepare existing painted ceilings to receive new painting	m2	142		
15	Repair wall cracks as per engineer's specification.	m2	44		
	Carried Forward			R	

	Brought Forward			R
	RELOCATION OF FACILITY FURNITURE AND EQUIPMENT			
16	Provision for relocation of existing clinic furniture and equipment to the newly constructed prefabricated structures.	Item		
	Carried Forward to Summary of Section No. 2			R

Section No. 2
Bill No. 1
Bill No. 1: Alterations

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.2 : Waterproofing				
	Trade Preambles:				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES				
	Waterproofing:				
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. 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.				
	WATERPROOFING FOR ROOF COVERINGS				
	Five coat of Sika sealoflex fibre reinforced heavy duty maintenance free acrylic proofing				
1	On roof coverings	m2	43		
	Carried Forward to Summary of Section No. 2			R	

Item No		Quantity	Rate	Amount

SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS

Bill No.3 : Roof Coverings

TRADE PREAMBLES

For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

Bullnoses and centre cranks Bullnosing and centre cranking of a profiled sheet incorporates lateral rib indentations pressed in at an uniform distance of 25mm. Standard bullnoses are made with the narrow flute uppermost and the bend away from the angular inclination. Reverse bullnoses are made with the bend into the narrow flute. Bullnoses and cranks can be at the end of a sheet or at any position along the length

Guarantee All material will carry a manufacturer's guarantee and an approved contractor shall lay sheeting and accessories in strict accordance with the manufacturer’s specifications

Carried Forward R

	Brought Forward			R	
	Erection, handling and storage Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duckboards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way shall be replaced The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity The contractor shall ensure that all materials used on site are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will no be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction Cleaning, etc All debris, swarf, etc. arising from the fixing of the cladding shall be removed from the sheeting as the fixing progresses. In addition, off-cuts of insulation, surplus fasteners and sealants, mandrels from pop rivets, off-cuts of flashings and sheeting, surplus flashing, food packaging, cartons, bottles, cans, etc shall not be left on the roof or in the gutters Care shall be taken to ensure that no such material enters, blocks or partially impedes the flow of water into the outlets, down pipes, etc				
	PROFILED METAL SHEETING AND ACCESSORIES				
	Galvanised corrugated iron roof sheetings,Hips , Gutters and all other rainwater goods etc.				
1	Roof covering with pitch not exceeding 25 degrees.	m2	79		
	Carried Forward to Summary of Section No. 2			R	

Section No. 2
Bill No. 3
Bill No. 3: Roof Coverings, Claddings, etc.

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.3 : Carpentry and Joinery				
	TRADE PREAMBLES				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES				
	Fixing:				
	Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
	FRAMED DOORS ETC (CPAP Work Group No 126)				
	Wrought softwood doors:				
1	44mm SABS approved FLB exterior timber door 813 x 2032mm high. Class 1 for heavy duty usage exterior application.	No	2		
	EXISTING DOORS				
	Timber Doors				
2	Allow for the secure fixing of existing timber door frame to existing wall including fixing with 3 x M12 x 100mm carbon steel hilti stud anchors.	No	3		
	Carried Forward			R	

	Brought Forward			R	
	EAVES, VERGES, ETC.				
	Medium density plain nutec-cement fascia and barge boards:				
3	15mm x 225mm Fascia boards, fixed to timber sprockets nail fixed to rafters twice screwed with 12 x 40mm countersunk brass screws with PVC H-profile fascia joiner between boards and PVC H-profile fascia corner joiners at board ends, etc.	m	19		
4	15mm x 225mm x 6mm Barge boards, including galvanised steel H-profile joiners, etc.	m	36		
	Carried Forward to Summary of Section No. 2			R	

Section No. 2
Bill No. 4
Bill No. 4: Carpentry and Joinery

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.5 : Ironmongery				
	TRADE PREAMBLES				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES				
	Finishes to ironmongery:				
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated.				
	Hinges, floor spring hinges, bolts, panic bolts, etc:				
1	102 x 75 x 3mm Stainless steel, EN1935 Grade 13, Two ball bearing butt hinge. Fire rated. 120kg	Pairs	2.0		
	LOCKS				
	Locks				
2	Stainless steel Cylinder Sash Lock. Case dimensions (mm) 116.5H x 78D. Forend dimensions (mm) 168H x 22W. Backset 57mm. Centres 61mm.	No	2		
3	Satin Nickel 63mm five pin Euro-profile Double Cylinder Key to differ cylinder lock.	No	1		
	Carried Forward			R	

				R
	Brought Forward			
	HANDLES, ETC.			
	Handles, etc:			
4	Stainless steel tubular lever handle on 170 x 170 backplate with cylinder cutout. Lever handle to have return to backplate (d-shape on horizontal).	Sets	2.0	
	Hooks, etc			
5	200mm Satin Chrome on Brass Cabin Hook and Eye with 100 x 100 x 19mm chamfered Wrot Meranti Block - block to be 4 x screwed and plugged to walls, countersunk and holes filled with matching wood-filler.	No	1	
	WINDOW BRASS STAYS, LEVER HANDLES			
	Brass stays			
6	Provision for window brass stays	No	9	
	Window Handles			
7	Lever handles for steel windows	No	3	
	Carried Forward to Summary of Section No. 2			R

Section No. 2
Bill No. 5
Bill No. 5: Ironmongery

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.6 : Plastering				
	TRADE PREAMBLES				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES				
	Cement plaster:				
	Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster.				
	Quality Control: An approved sample panel of plaster to be built prior to construction.				
	Plaster is to comply in all respects with documents issued by The Concrete Institute “Successful Plastering”; “Concrete, Plaster and Mortar Mixes for Builders” and “Common Defects in Plaster”. All brickwork to be well wetted prior to commencing with plastering.				
	All edges to be smooth tooled with edging tool to suit with surfaces generally straight and true, V-joints to be formed at junction with differing material finishes.				
	PLASTER				
	15mm Thick 1:5 One coat cement plaster steel floated on brickwork and concrete:				
1	Walls.	m2	196		
2	On narrow widths.	m2	15		
	Carried Forward to Summary of Section No. 2			R	

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.7 : Plumbing and Drainage				
	TRADE PREAMBLES				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill				
	SUPPLEMENTARY PREAMBLES				
	uPVC pressure pipes and fittings:				
	Pipes for water supply shall be of the class stated.				
	Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.				
	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.				
	RAINWATER DISPOSAL				
	PVC gutters fixed to nutec cement fascia with fixings, brackets, etc:				
1	125mm PVC gutters	m	74		
2	Extra over eaves gutter for stopped end.	No	2		
3	Extra over eaves gutter for outlet.	No	2		
4	Extra over gutter connectors	No	2		
5	100mm PVC down pipe with holder bats	m	2		
6	Extra over down pipe for bend.	No	2		
	Carried Forward			R	

	Brought Forward			R	
7	Extra over down pipe for shoe.	No	2		
	Carried Forward to Summary of Section No. 2			R	

Section No. 2
Bill No. 7
Bill No. 7: Plumbing and Drainage

Item No			Quantity	Rate	Amount
	SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS				
	Bill No.8 : Glazing				
	TRADE PREAMBLES				
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill				
	GLAZING TO STEEL AND PUTTY				
	6,38mm Clear laminated safety glass including installing with putty and contractor issuing a CoC:				
1	Panes exceeding 0,1m² and not exceeding 0,5m².	m2	15		
2	Panes exceeding 0,5m² and not exceeding 2m².	m2	1		
	Carried Forward to Summary of Section No. 2			R	

Section No. 2
Bill No. 8
Bill No. 8: Glazing

Item No		Quantity	Rate	Amount

SECTION NO. 2 : RENOVATIONS AND REFURBISHMENTS

Bill No.9 : Paintwork

TRADE PREAMBLES

For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

All alkali-resistant plaster primers to be in accordance with sans 1416.

All eggshell enamels are to comply with sabs 515:1972.

All universal undercoats to comply with sabs 681 of 1997.

All emulsion paints are to comply with sabs 1586 : 1995 grade 1.

All high-gloss alkyd paints to comply with sans 63.

All paints on site to be restricted to one manufacturer where possible, with complete paint systems - primer, undercoat and finishing coat to be as recommended by same manufacturer.

Carried Forward R

				R	
	Brought Forward				
	ON FLOATED PLASTER SURFACES				
	Prepare surfaces and apply Eggshell enamel paint with stain barrier that forms a multi-layered protective coating. Low odour and dries to velvet sheen finish to withstand repeated washing. 15 year guarantee required. VOC solvent and lead free and formaldehyde abatement technology:				
1	Interior walls	m2	392		
2	On narrow widths	m2	22		
	ON EXTERNAL PLASTERED WALLS				
	Prepare and apply professional quality acrylic providing a 7 year guarantee:				
3	External walls	m2	192		
4	On narrow widths	m	5		
	ON GYPSUM BOARD SURFACES				
	Prepare and apply superior quality modified acrylic emulsion paint, lead free and low VOC with 10 year quality guarantee. Smooth, matt, non-flammable water based paint.				
5	Ceilings and cornices, including priming metal cover strips and nail heads.	m2	142		
	ON WOOD SURFACES				
	Prepare, clean and apply two coats exterior quality tinted suede sun-proof varnish applied to exterior :				
6	Doors	m2	8		
7	Door frames	m	10		
	Carried Forward			R	

	Brought Forward			R	
	Sand down and apply brilliant gloss finish eater-based enamel paint with 9 year guarantee. Low-dour, low VOC, non-yellowing and hard-wearing scratch resistant coating.T				
8	Exposed timber purlins	m2	5		
	Carried Forward to Summary of Section No. 2			R	

Section No. 2
Bill No. 9
Bill No. 9: Paintwork

SECTION SUMMARY - SECTION NO. 2: RENOVATIONS AND REFURBISHME

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Carried to Final Summary R

Section No. 2

Item No			Quantity	Rate	Amount
	SECTION NO. 3 : ELECTRICAL WORK				
	Bill No. 1: Electrical Installation				
	PREAMBLES				
	Checking of cable lengths				
	Not with standing the fact that the lengths of cables as given in the Bill of Quantities have been measured from scaled drawings, the contractor shall check such lengths on site before ordering the cable as he / she will not be paid for excess cable after the completion of the service. Any allowance for off-cuts shall be made in the unit rates. The final measurements shall be based on the nett route length of the cable and overhead lines concerned.				
	LOW VOLTAGE RETICULATION AND DISTRIBUTION				
	Distribution Board				
1	Supply and install of a 12-way IP65 rated DB to be installed at ablution block with 60A mains and 10A single pole breaker. Price to include busbars and all accessories to ensure a compliant DB.	No	2		
2	Supply and install of a 24-way IP65 surface distribution board to be installed at clinic block with 60A 2pole mains, 63 earth leakage, 6 x 20A single pole breakers, 3 x10A breakers. Price to include busbars and all accessories to ensure a compliant DB.			SUM	
	Low Voltage Earthing				
3	Allow for bonding and earthing of the electrical installation			SUM	
	Switching				
	Carried Forward			R	

				R	
	Brought Forward				
	Supply, delivery to site, installation of light switches, excluding outlet boxes, but including covers and surrounds, mounted to outlet boxes				
4	One lever, one way switch	No	12		
5	One lever, two way switch	No	3		
	Luminaires				
	Supply, delivery to site, installation of luminaires, either fixed to round conduit boxes cast into brickwork or conduit boxes supported to ceiling/ roof structure or mounted in recessed ceiling grid, including all fixing materials and terminations (refer to schedule of light fittings for specification)				
6	Type A- 4ft with two (2) LED tubes	No	24		
7	Type B- 20W round LED bulkhead with metal ring	No	5		
8	Type C-18W LED downlight	No	6		
	Isolators/ Switched Interlock Isolators				
	Supply, delivery to site, installation of isolators, excluding outlet boxes, but including covers and surrounds, mounted to outlet boxes etc.				
9	30A Waterproof IP65, double pole	No	5		
	PVC SANS Approved Conduit				
	Supply, delivery to site, installation of conduit on surface, in ceiling void, chased into or cast into concrete works and/ or brickwork, including bushes, locknuts, couplings, saddles and round boxes etc.				
10	20mm Diameter conduit	m	224		
11	25mm Diameter conduit	m	24		
	Carried Forward			R	

	Brought Forward			R	
	Galvanised SANS Approved Conduit Accessories				
	Supply, delivery to site, installation of conduit accessories on surface, or in ceiling void				
12	100mm x 100mm x 50mm conduit box	No	4		
13	100mm x 50mm x 50mm conduit box	No	15		
	Insulated Wiring				
	Supply, delivery to site, installation of PVC insulated, single core, stranded copper conductors, drawn into wireways, fixed surface or beneath plaster				
14	1.5 mm², for use as conductors	m	300		
15	2.5 mm², for use as conductors	m	300		
	PVC Insulated Screened "Surfix" Wiring				
	"Surfix" wiring, with copper conductors and earth conductor, drawn into wireways, fixed surface or beneath plaster, including necessary glands				
16	2.5 mm² Solid live & 1.0 mm² solid earth	m	20		
17	4.0 mm² Stranded live & 1.5 mm² solid earth	m	40		
	Equipment and Control				
18	16A normal socket outlet complete with a combination of slimline and normal 3-pin outlet, price to include metal cover plates	No	16		
19	16A dedicated socket outlet complete with a combination of slimline and normal 3-pin outlet, price to include metal cover plates	No	16		
	Miscellaneous				
20	Testing and provision of certificate of compliance as required by SANS101420-1			SUM	
	Carried Forward			R	

Section No. 3
Bill No. 1
Bill No. 1: Electrical Installation

	Brought Forward		R	
	PROVISIONAL SUMS			
21	Provide the sum of R80 000.00 (Eighty Thousand Rands) for complete relocation of Eskom Supply, the amount to be used at the discretion of the Principal Agent or deducted in whole or in part if not required.	Item		
22	Profit	Item		
23	Attendance	Item		
	Carried to Final Summary		R	

Section No. 3
Bill No. 1
Bill No. 1: Electrical Installation

Item No			Quantity	Rate	Amount
	SECTION NO. 4: EXTERNAL WORKS				
	Bill No. 1: Site Works				
	PREAMBLES				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated hereunder.				
	Reference to drawings and details:				
	Where drawings and/ or details have been referred to in the description of items the Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.				
	SITE CLEARANCE				
1	Digging up and removing rubbish, debris, vegetation, hedges, scrubs, bush, etc. and trees not exceeding 200m girth.	m2	130		
2	Stripping average 300mm thick layer top soil and depositing material in prescribed stock piles on site.	m2	130		
	REMOVAL OF TREES, ETC				
	Cutting down and removing, grubbing up roots and filling in holes				
3	Tree exceeding 200mm and not exceeding 500mm girth	No	1		
	Carried Forward			R	

				R	
	Brought Forward				
	Excavation in earth over sloping site:				
4	Open face excavation	m3	13		
	Extra over bulk excavations for excavating in:				
5	Soft rock	m3	6		
6	Hard rock.	m3	6		
	Extra over all excavations for carting away:				
7	Carting away rubble off site to a dumping area identified by contractor.	m3	13		
8	Surplus material from stock piles on site to a dumping site to be located by the contractor.	m3	13		
	Risk of Collapse:				
9	Sides of trenches and holes not exceeding 1.5m deep.	m2	16		
	Keeping excavations free of water:				
10	Keeping excavations free of water.		Item		
	SABS approved brand of anti-termite soil poison in accordance with SANS 5859 applied by a Registered Pest Control Company and guaranteed against termite infestation for ten (10) years:				
11	To bottoms and sides of trenches, holes, etc.	m2	88		
	EARTH FILLING, ETC.				
	RIP and Compact in-situ roadbed to 93% Mod AASHTO density:				
12	Over site to form platforms.	m3	13		
	Carried Forward			R	

				R
	Brought Forward			
	G5 material compacted to 95% Mod AASHTO density in 150mm layers:			
13	Over site to form platforms.	m3	45	
	Compaction of surfaces:			
14	Compaction of ground surface under platforms etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density.	m2	90	
	TESTS, ETC.			
	Prescribed Density Tests As Check On Contractors Tests Included In Filling Above			
15	Modified AASHTO density test and deliver the results to the Engineer and Principal Agent within 24 hours of the tests being completed.	No	1	
	ROADWORKS, PARKING AREAS, PAVINGS, ETC			
	60mm Thick 30Mpa precast concrete interlocking block paving of 200 x 100mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 25mm thick crusher dust layer, filled in with sand, compacted with a vibration damper			
16	Paving to front of temporary structures	m2	94	
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES			
	25MPa/20mm concrete:			
17	Slabs	m3	12	
	Carried Forward			R

				R
	Brought Forward			
	TEST BLOCKS.			
	Test blocks:			
18	Making and testing set of three 150mm x 150mm x 150mm concrete strength test cubes.	Sets	1.0	
	CONCRETE SUNDRIES			
	Finishing top surfaces of concrete smooth with a wood float:			
19	Surface beds, slab, etc.	m2	90	
	ROUGH FORMWORK (DEGREE OF ACCURACY II)			
	Rough formwork to sides:			
20	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	62	
	REINFORCEMENT			
	Fabric reinforcement:			
21	Type 617 fabric reinforcement in surface beds, slabs etc.	m2	85	
	Carried to Final Summary			R

Item No		Quantity	Rate	Amount

SECTION NO. 5: TEMPORARY STRUCTURES

Bill No. 1: Temporary Structures

PREAMBLES

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated hereunder.

NOTE: Any defects which may become evident due to bad workmanship or materials within six months of completion shall be made good by the Contractor at his own expense.

NOTE:

The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.

SUPPLEMENTARY PREAMBLES

Transportation of units

Transportation of the units and any other associated materials to provide a fully functional structure will be at the cost of the contractor factored into the cost per unit. Contractor to factor in the consequences of inflation into costs.

Carried Forward R

Brought Forward		R	
Delivery period			
Delivery period of the units needs to accommodate the removal of the occupants of the existing clinic to the decanting site. Contractor's programme needs to reflect the sequence of the removal of occupants and furniture into the prefabricated structures.			
Positioning and Site Requirements			
The positioning of the units will be as per Architectural Drawings.			
Access			
Contractor is to ensure that delivery truck trailers for the units have access to the site for delivery.			
Warranty			
Contractor to ensure all necessary warranties and insurances for the prefabricated units are in place and handed over to the Principal Agent upon evacuation of the units. Warranties are to also include all equipment and appliances.			
Re-usable Materials			
Contractor to ensure materials earmarked to be re-used for the new structures once decanting site has been evacuated to be kept safe and in good condition.			
Carried Forward		R	

Brought Forward		R	
Prefabricated/mobile structures **NB:** Pricing of prefabricated units to include design, transportation, fabrication, installation and ridging of units into place. Tenderers to refer to Site Plan for an indication of expected structures. Units to accommodate all internal Electrical Installations including DB Boards, Light Fittings, Switches, Plugs, Air conditioning units where required. Floor Coverings All floors to prefabricated structures to be finished with vinyl sheeting. Quality certificates: 1. Contractor must provide a commission certificate for all the buildings in compliance with AGREEMENT SOUTH AFRICA terms, it must also confirm the life expectancy of the building. **View site** Before submitting his tender, the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained. Reference to drawings and details: Where drawings and/ or details have been referred to in the description of items the Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.			
Carried Forward		R	

	Brought Forward			R	
	TEMPORARY STRUCTURES				
	Consultation Rooms Block				
1	Supply, transport, assembly and installation of single storey SANS approved New Relocatable Mobile Prefabricated Consultation Rooms Block size approximately 12.00m x 3.00m x 2.77m high overall subdivided into 4 (Four) consultation rooms firmly fixed on concrete slab complete with corrugated roof coverings including necessary rainwater goods, vinyl sheeting, appropriate ceilings, light fittings, matching aluminium windows and doors, complete with corresponding ironmongery, steel burglars to all windows and steel security door to all doors. Each consultation room to be fitted with air conditioner unit, fire fighting equipment, medical wash hand basin and blinds on all windows. Under floor void enclosure to match the prefabricated building material and finish. Complete with matching verandah supported on 70x70mm steel posts cast in concrete and 100mm "Vastrap" steel ramps on all entrances. Note: Medical Wash Hand Basin waste is to be unslotted with no plug.	No	1		
	Carried Forward			R	

	Brought Forward			R
	Ablution Block			
2	Supply, transport, assembly and installation of single storey SANS approved New Relocatable Mobile Prefabricated Ablution block size approximately 4.32m x 5.00m x 2.7m high overall, building width is inclusive of verandah 2000mm wide firmly fixed on concrete slab complete with corrugated roof coverings including necessary rainwater goods, appropriate ceilings, light fittings, matching aluminium windows and doors, complete with corresponding ironmongery, steel burglars to all windows and steel security door to all doors. Under floor void enclosure to match the prefabricated building material and finish. Complete with matching verandah supported on 70x70mm steel posts cast in concrete and steel ramps at all entrances. Sanitary fittings for ablution block: 3 x Wash hand basins 3 x Water closets Disability toilet is to be fully SANS 10400 Part S compliant with all required handrails and fittings installed. Refer to reference drawing added. This includes pull handles to the door.	No	1	
	Carried to Final Summary			R

Item No			Quantity	Rate	Amount
	SECTION NO. 6: OCCUPATIONAL HEALTH AND SAFETY				
	Bill NO. 1 SHE BOQ				
1	Allow for the necessary Workman's Compensation Fund or FEM contributions for the duration of the project with and including renewals.		Item		
2	Allow for the preparation and approval of project-specific H&S Plan & File [CR 7(1)(a)].		Item		
3	Allow for the implementation and maintenance of project-specific H&S Plan & File. [CR 7].	MNTHS	6		
4	Allow for the appointment of a Full-Time Competent Construction Health & Safety Officer/CHSO registered with SACPCMP (who has 3 or more years working experience) to assist in the control of all health and safety related aspects on site as per [CR 8(5)].	MNTHS	6		
5	Allow for provision of telecommunication facilities for the appointed Construction Health & Safety Officer.	MNTHS	6		
6	Allow for provision of Basic Emergency Preparedness and Response equipment & at least Level 3 First Aider/s, first aid box, and fire extinguishers.		Item		
	Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments: **(Including but not limited to the following).**				
7	Hard Hats (High Density polyethylene, & 6-point lining)		Item		
8	Overall/work suit (100% Cotton), with reflective strips and company name.		Item		
9	Safety boots/shoes (Steel-Toe)		Item		
10	Breathalyzer		Item		
	Carried Forward			R	

	Brought Forward		R	
11	Safety gloves (normal safety gloves)	Item		
12	Ear plugs/muffs	Item		
13	Any respiratory protection (minimum of FFP2)	Item		
14	Safety goggles (for eye when needed)	Item		
15	Air Horn for emergency evacuation	Item		
16	High visibility reflective vests for employees and visitors	Item		
17	Personal fall arrest and rescue equipment with and including lifelines and associated equipment.	Item		
18	Allow for pre-medical examinations	Item		
19	Allow for exit medical examinations	Item		
	Carried to Final Summary		R	

Section No. 6
Bill No. 1
Bill No. 1: SHE BOQ

Item No		Quantity	Rate	Amount

BILL NO. 1

PROVISIONAL SUMS

SUPPLEMENTARY PREAMBLES

General:

Unless otherwise described, all prime cost amounts and provisional sums shall be nett. No provision for 5 percent cash discount shall be included for the main
Prime cost amounts and provisional sums exclude value added tax.
In the event of a prime cost amount or provisional sum being omitted the items "Allow for profit"... and "allow for attendance" applicable, shall be omitted together with the prime cost amount or provisional sum and no claim whatsoever will be entertained in this regard.
The principal agent shall be entitled to nominate or select any further specialist and other to execute work or supply and fix any goods whether or not a provisional sum is included in the bills of quantities and such specialists and other will then be deemed to be "selected subcontractors" as the case may be.
Where profit stated, the contractor may allow for profit if required

Taking delivery:

Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged, submitting a report thereof to the interested parties and issuing vouchers for the receipt of such goods.The contractor is to store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur.

Carried Forward R

	Brought Forward		R	
	Works executed under a seperate/direct contract:			
	The contractor shall permit access to the site and to the places where the work is to be carried out and provide every facility to enable the specialist to carry out his work in a workmanlike manner and in propper order and sequence.			
	Septic Tank			
1	Provide the sum of R50 000.00 (Fifty Thousand Rand) for remedial/repair works to be carried out on existing septic tank, to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	Item		50 000.00
2	Profit		%	
3	Attendance		%	
	Carried to Final Summary		R	

Section No. 7
Bill No. 1
Bill No. 1: Provisional Sums

FINAL SUMMARY

Section No		Page No		Amount
1	SECTION NO. 1: PRELIMINARIES AND GENERAL	40		
2	SECTION NO. 2: RENOVATIONS AND REFURBISHMENTS	60		
3	SECTION NO. 3: ELECTRICAL WORKS	64		
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5	SECTION NO. 5: TEMPORARY STRUCTURES	73		
6	SECTION NO. 6: OCCUPATIONAL HEALTH AND SAFETY	75		
7	SECTION NO. 7: PROVISIONAL SUMS	77		
	Sub Total		R	
	CONTINGENCIES			
	Provide the Sum of R150 000.00 (One Hundred and Fifty Thousand Rands) for contingencies, to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	Item		
	VAT (15%)		R	
	Carried to Form of Tender		R	

PART C3: SCOPE OF WORKS

C3 SCOPE OF WORK

Bid Description:	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
Tender No:	**SCMU3-2526-0261-AM**

C3.1 SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS:

General:

Tanga Clinic is situated on Erf 1544 Gcuwa Allotment, Administrative District of Gcuwa. The clinic is accessed via gravel roads for approximately 3km off the N2. The turnoff from the N2 is some 12 km from Butterworth CBD, driving towards the town of Idutywa. The scope of work includes the sections outlined in red on the image below:

- A: Two new prefabricated structures including:

  A1: 4 consulting rooms, and 'A2' toilet prefab block
- B: Repairs and renovations to existing buildings:

B1 (Main Clinic), B2 (Clinic extension) and B3 (Nurses residences).

The clinic will remain operational during the construction period and phased to accommodate this.

Facility Name	**Co-ordinates**
Tanga Clinic	32°15'7.59"S 28°11'3.28"E

The map below indicates the approximate location of these facilities.

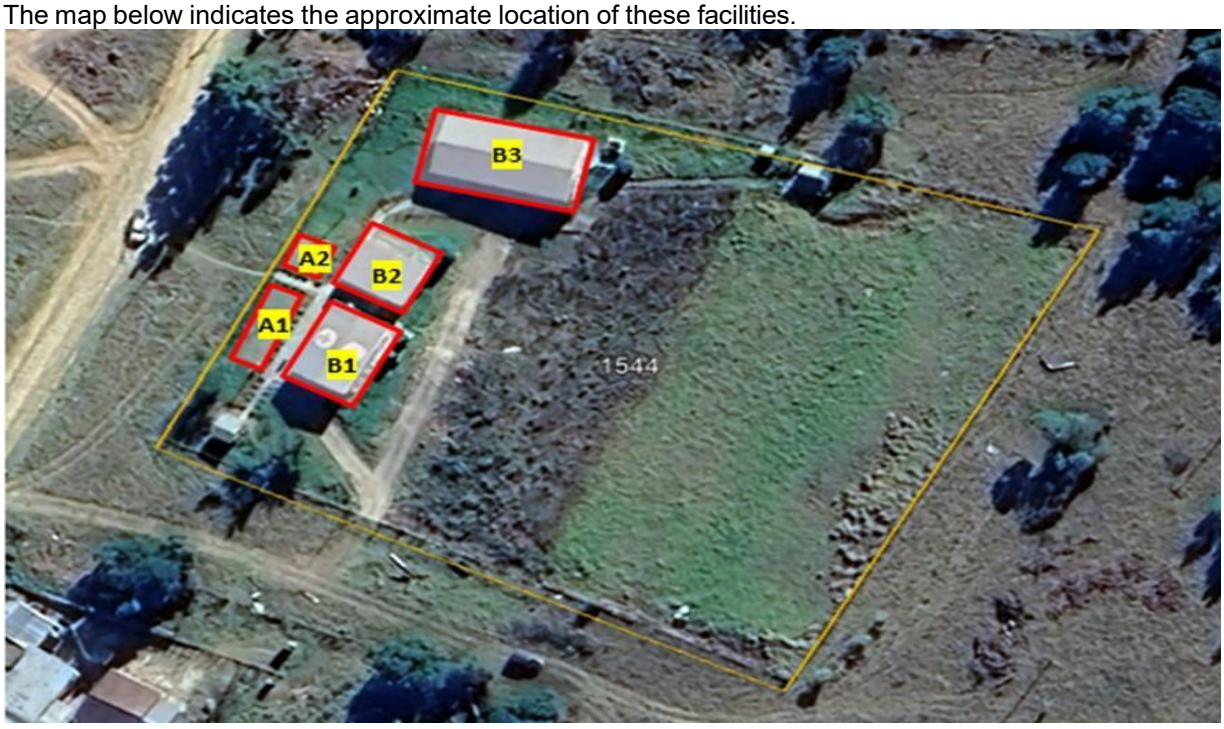
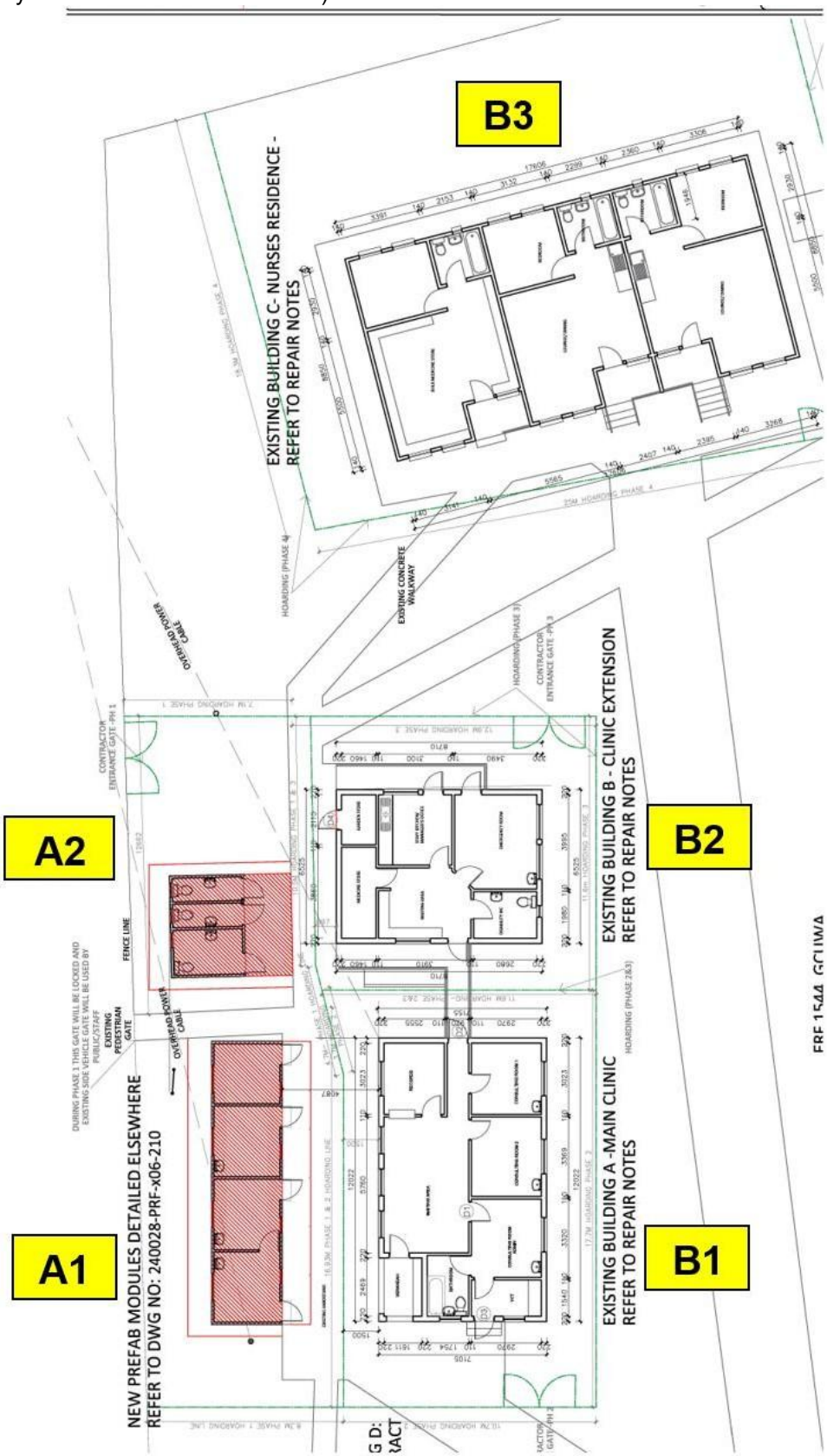


Figure 01: Locality Plan

Detailed Scope of Works:

The drawing below indicates the detailed areas that are to be attended to.
(A full pdf of the layout is attached for reference.)



The detail of the scope of work with the related phasing is set out below:

PHASE 1: PREFABS (A1 & A2)
CONSTRUCTION PERIOD: 3 CALENDAR MONTHS

- Place order for prefabs as per detail spec
- Erect temporary hoarding around the prefab site area as per layout
- Clear area and excavate platform
- Cast concrete surface beds as per details
- Prefabs delivered to site when ready
- Erect prefabs and install all fixtures
- Remedial/repair works to existing septic tank
- Connect all services
- On approval of completion, hand over the prefabs to the clinic staff for occupation
- Decant furniture etc to the new prefabs from the existing buildings as directed by the Facilities Manager.

PHASE 2: REPAIRS TO EXISTING BUILDING (B1)
CONSTRUCTION PERIOD: 1 CALENDAR MONTHS

- Erect and adapt hoarding to Phase 2 area.
- Repair wall cracks as per engineer's specification
- Replaster defective areas on walls and make good all defects throughout.
- Remove damaged roof-sheets & fit new sheets; all roof screws to made water-tight
- Repair and replace missing gutters
- Remove existing damaged barge boards and sand down and repaint exposed timber purlins
- Replace missing window catches and stays.
- Repair and secure loose door frame.
- Replace 1 x door as per detail spec including ironmongery and varnish
- Sand down and revarnish 1 x door as per detail spec.
- Repaint interior walls throughout
- Repaint exterior walls throughout
- Repaint all ceilings
- Replace light fittings and carry out electrical repairs to achieve Electrical Compliance as per electrical engineer’s spec.

PHASE 3: REPAIRS TO EXISTING BUILDING (B2)
CONSTRUCTION PERIOD: 1 CALENDAR MONTHS

- Erect and adapt hoarding to Phase 3 area.
- Replaster defective areas on walls and make good all defects throughout.
- Remove damaged roof-sheets & fit new sheets; all roof screws to made water-tight
- Repair and replace missing gutter
- Remove existing damaged barge boards and sand down and repaint exposed timber purlins
- Repair damaged fascia board
- Replace broken glass panes
- Replace door x 1 as per detail spec. including ironmongery & varnish.
- Repaint interior walls throughout
- Repaint exterior walls throughout
- Repaint all ceilings

- Replace light fittings and carry out electrical repairs to achieve Electrical Compliance as per electrical engineer's spec.

PHASE 4:
REPAIRS TO EXISTING BUILDING (B3)
CONSTRUCTION PERIOD: 1 CALENDAR MONTH

- Erect and adapt hoarding to Phase 4 area.
- Remove damaged roof-sheets & fit new sheets; all roof screws to made water-tight.
- Replace section of broken gutter, and connect to existing down-pipe.
- Remove existing damaged barge boards. Sand down and repaint exposed timber purlin ends

ENABLING WORK

- Contractor shall erect site hoarding as per phasing, re-using hoarding wherever possible.
- Contractor will assist with the decanting of office furniture and equipment under the direction of the ECDoH Facilities Manager
- Furniture to be suitably identified with marked stickers prior to removal
- Furniture to be stockpiled in some areas as directed by the manager.
- Hoarding to be removed on completion and make good any surfaces affected.

REMOVAL OF WASTE MATERIALS FROM SITE

- Contractor shall remove all waste materials, hoarding etc. from site to an approved dump site.

C3.2 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h30 till 17h00 weekdays only. Work required to be executed outside of these hours must be arranged with the Facility Manager of the clinic, in advance.
- Noise must be kept to a minimum and within acceptable levels at all times.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval.
- Dust emanating from the work site must be controlled at all times.

C3.3 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall with contractor's logo to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the clinic to always ensure a cohesive spirit of co-operation
- The successful contractor must take into account that other contractors may be busy with construction in close proximity to the works and allowance must be made in the contractor's submission to accommodate these parties.

C3.4 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- No Contractor's representatives or workers are allowed to sleep at establishment area or within the facility.

- The Contractors are required to price for establishment, de-establishment and re-instatement in the Preliminaries section of the Bills of Quantities.

C3.5 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

C3.6 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)" and yearly pronounced increases for duration of contract.

C3.7 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations and are confirmed and recorded under section C3.14 Occupational Health & Safety Specification.

C3.8 DESIGN DETAILS

- Refer to architectural and engineering detail design drawings.

C3.9 EMPLOYER'S OBJECTIVES IN TO RELATION THE EMPLOYMENT OF LABOUR

- The Contractor must employ a minimum of 30% of the labour required from the Ward in which the project is located
- The labour targets for vulnerable/ designated groups are as follows:
  Women 10 percent of total labour
  Youth 18 percent of total labour
  Persons living with disabilities 1 No.
  Military veterans 1 No
- The Contractor shall ensure labour and community harmony on the project site and in the surrounding community. (Ward). The Contractor shall participate in all community engagement activities to promote harmony during the project.
- The Contractor is to complete the Construction Labour Forecast Schedule included in the returnable section of the Tender Document

C3.12 DESIGN BRIEF

N/A

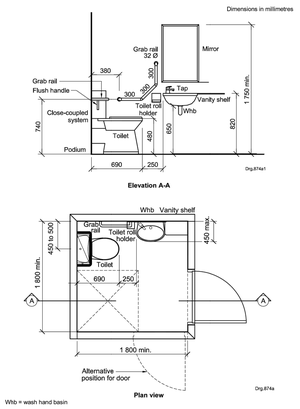
C3.13 DRAWINGS

DRAWING DESCRIPTION	CONTRACT DRAWINGS – NUMBER	DATE
ARCHITECTURAL DRAWINGS		
REFERENCE NUMBER:		
Site Plan Prefabricated Addition for additional consulting space during construction	240028-PRF-x06-210	2024-08-21
Urgent Repairs to Existing Clinic Buildings	240028-PRF-x06-211	2025-02-25

The full set of drawings are attached as Annexure A

ANNEXURE A – DRAWINGS

SANS 10400-S:2011
Edition 3

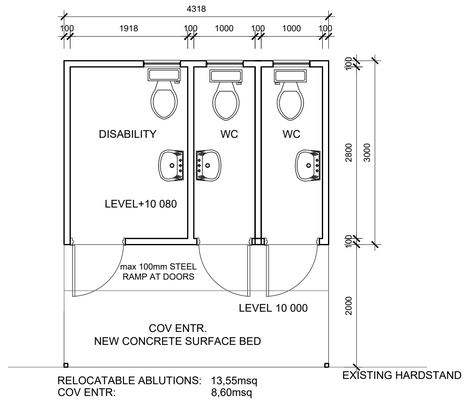


Whb = wash hand basin

Figure D.2 — Plan and elevation of a typical facility with a close-coupled toilet system

40

SANS 10400 PART -S (PAGE 40)
SCALE 1-50

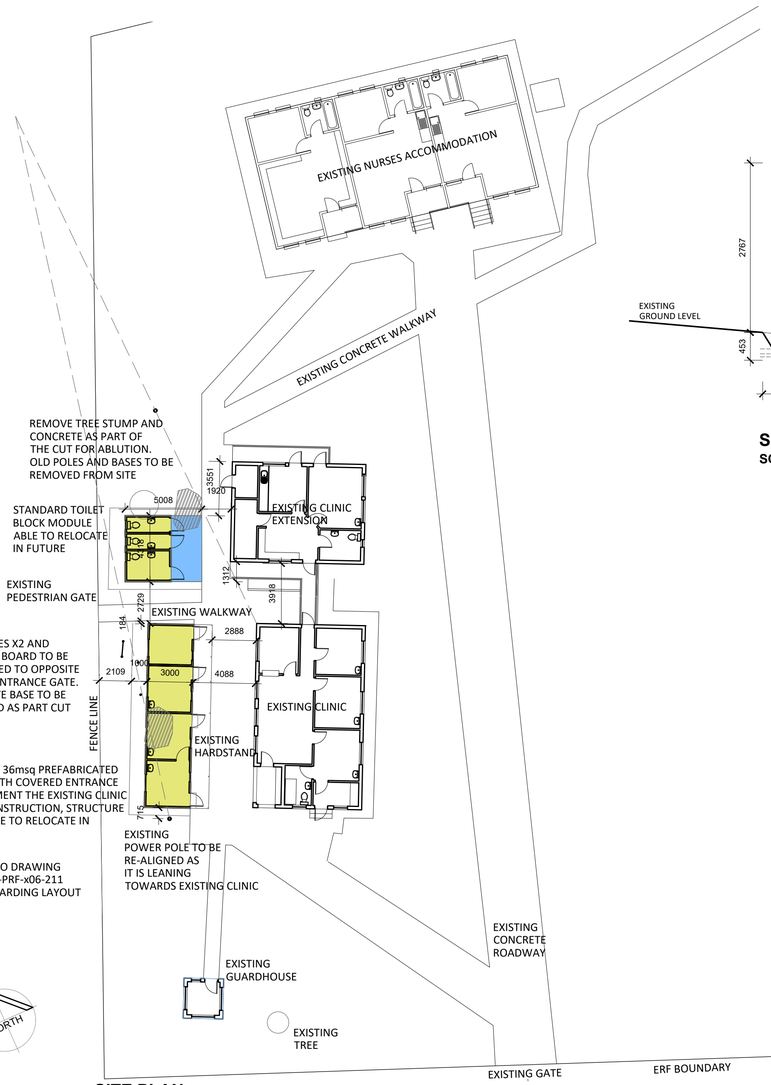


RELOCATABLE ABLUTIONS: 13,55msq
COV ENTR: 8,60msq

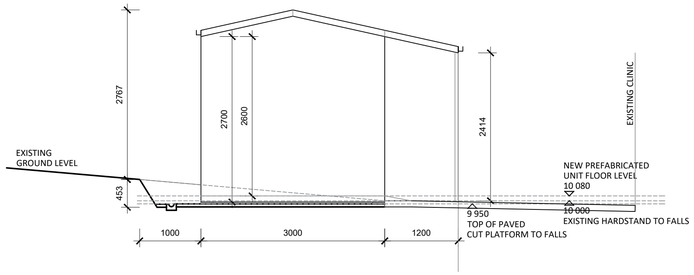
NEW PREFABRICATED ABLUTION RELOCATABLE MODULE
SCALE 1-50

TANGA CLINIC (PRE-FABRICATED CONSULTING ROOMS CONTRACT)

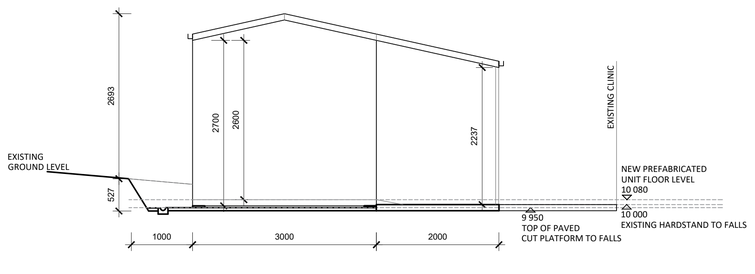
1. A NEW 36msq PREFABRICATED MODULE TO SUPPLEMENT THE EXISTING CLINIC DURING CONSTRUCTION IS TO BE SUPPLIED THE ROOF EXTENDED TO COVER 1,2m OF THE EXISTING HARDSTAND.
2. A CONCRETE PLATFORM CUT INTO THE EXISTING EMBANKMENT WITH FALLS AND STORM WATER MANAGEMENT IS TO BE PROVIDED TO BOTH PREFAB AREAS.
3. REMOVE THE TWO FLAGPOLES.
4. TWO CONCRETE BASES ROUGHLY 2mX1m BY 300mm DEEP ARE TO BE REMOVED AS WELL AS A TREE STUMP FROM A PREVIOUSLY FELLED TREE.
5. ALL ROOMS OTHER THAN THE ABLUTIONS ARE TO HAVE AN AIR-CONDITIONER UNIT AND ALL ROOMS ARE TO HAVE OPENABLE WINDOWS TO ALLOW NATURAL CROSS-VENTILATION.
6. ALL SERVICES ARE TO BE CONNECTED IE ELECTRICITY, WASTE WATER AND POTABLE WATER. NOTE WASTE WATER ROUTING IS TO NOTE POSITION OF FUTURE WORKS.
7. ALL BASINS TO HAVE MEDICAL ELBOW TAPS AND NO OVERFLOWS AND THE WASTE IS TO BE UNSLOTTED WITH NO PLUG.
8. FLOORING IS TO BE VINYL SHEETS WITH COVED SKIRTING.
9. ALL THE NEW DOORS ARE TO RECEIVE A 50mm TO 150mm STEEL FRAME " VASTRAP" RAMP TO ACCOMMODATE DISABILITY ACCESS WITH GRIP TAPE APPLIED. THIS IS DEPENDANT ON THE EXISTING HARDSTAND FALLS.
10. PROVIDE AN ABLUTION BLOCK OF 13,55msq WITH COVERED ENTRANCE EXTENDED TO PROVIDE A COVER OF 2m FLOORING OF THIS IS TO BE A POURED CONCRETE SURFACE BED 100mm THICK. THE DISABILITY TOILET IS TO BE FULLY SANS 10400 PART S COMPLIANT WITH ALL REQUIRED HANDRAILS AND FITTINGS INSTALLED. REFER TO REFERENCE DRAWING ADDED. THIS WOULD INCLUDE PULL HANDLES TO THE DOOR.



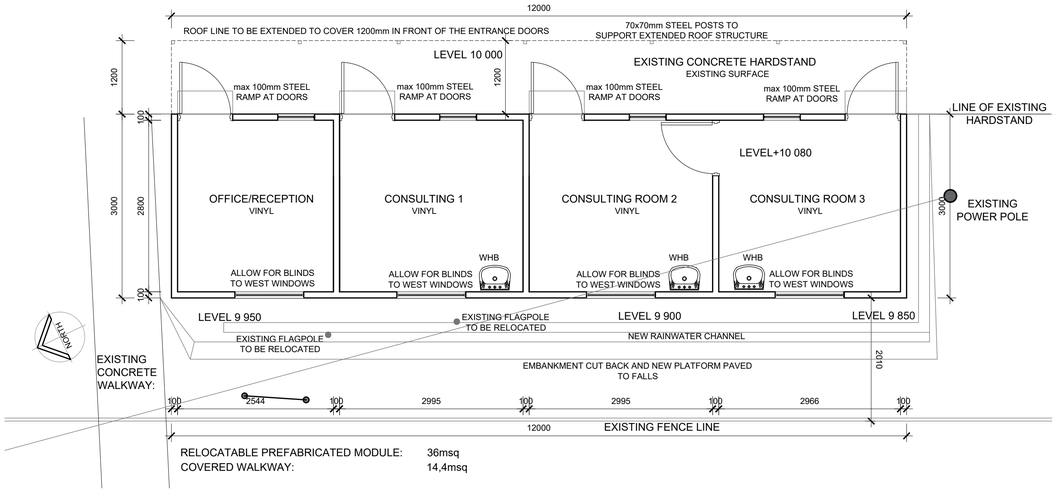
SITE PLAN
SCALE 1-200



SECTION THROUGH CUT FOR CONSULTING MODULE
SCALE 1-50



SECTION THROUGH CUT FOR ABLUTION MODULE
SCALE 1-50



RELOCATABLE PREFABRICATED MODULE: 36msq
COVERED WALKWAY: 14,4msq

NEW PREFABRICATED RELOCATABLE CONSULTING ROOM MODULE
SCALE 1-50

NOTES

ALL DIMENSIONS AND LEVELS ARE TO BE VERIFIED ON SITE PRIOR TO COMMENCING. SETTING OUT, WORKSHOP DRAWINGS OR CONSTRUCTION

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TRIYIRON INFRASTRUCTURE

Province of the EASTERN CAPE HEALTH

Rev	Date	Revision
00	2025-03-13	Issued for tender

Project

ECDOH PMU-2

PRF
Tanga Clinic

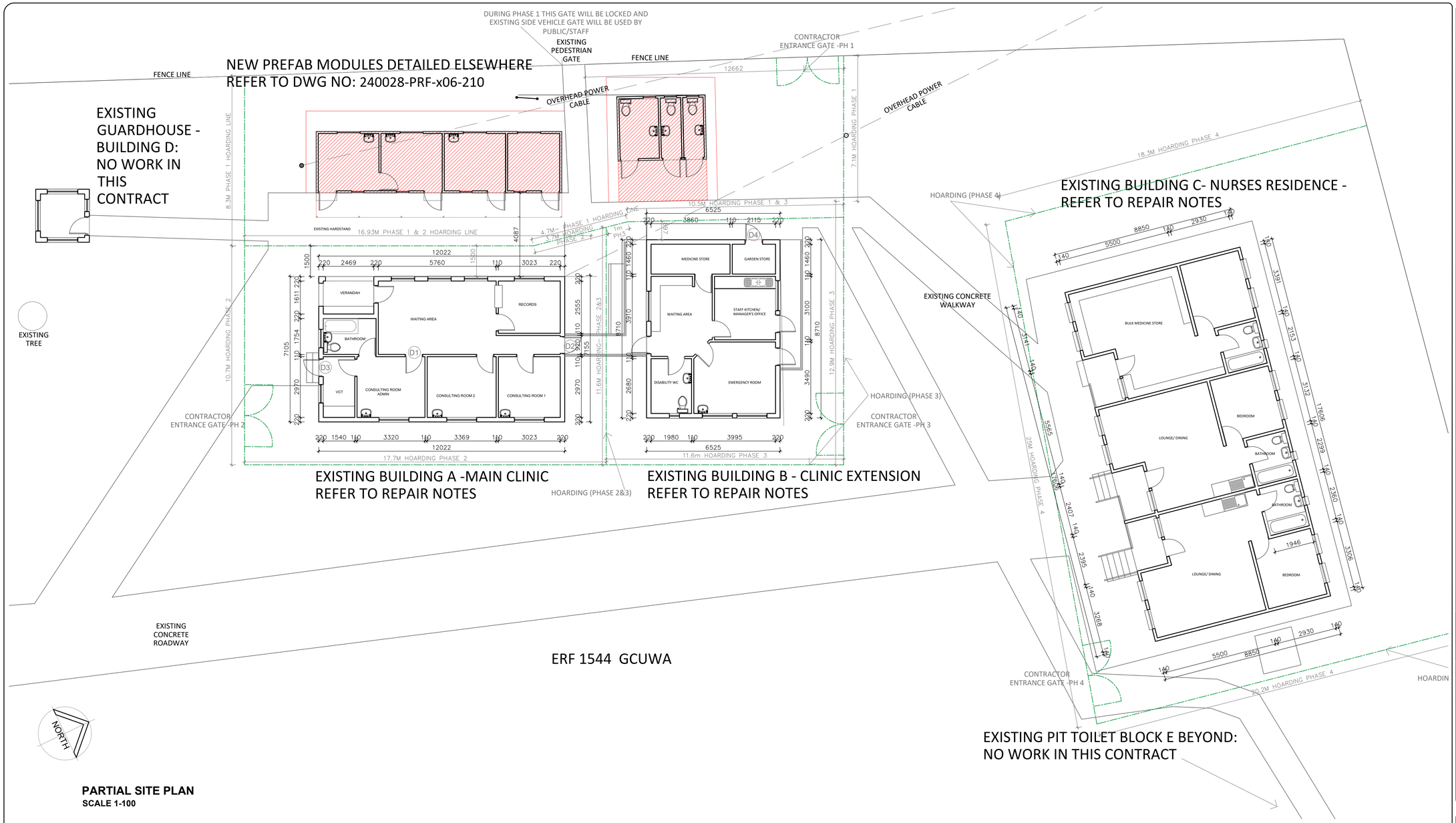
Title

Site Plan
Prefabricated Addition for additional consulting space during construction

Scale	Date	Drawn	Checked
1:50	2024-08-21	RSC	WAM

FOR TENDER

DRAWING No: **240028-PRF-x06-210**
REVISION: 0



PARTIAL SITE PLAN
SCALE 1-100

URGENT REPAIR WORK TO TANGA CLINIC BUILDINGS

1. EXISTING CLINIC BUILDING A
- 1.1. Repair wall cracks as per engineer's specification
- 1.2. Replace 30% of galvanized corrugated iron roof-sheets. All remaining roof screws to be checked, secured and made water-tight with Sika Sealoflex with membrane.
- 1.3. Replace section of missing pvc gutter to match and allow to re-align the gutter to falls. Fit additional brackets where required. Ensure that downpipes that run to rw tanks are discharging into existing tank
- 1.4. Allow to remove defective brass window stays on 9 off windows, and fit new brass stays. Allow to fit 3 new lever handles on windows where these are missing.
- 1.5. After remedial work to cracks, secure existing door frame (D1) to 'Consulting Admin Room' with 3 x Hilti Torx countersunk screw anchors code: HUS4-C 10x100 45/25/15 #2293588 fitted each side of frame into repaired wall.
- 1.6. Sand down and varnish D2.
- 1.7. Remove existing door D3, and fit new 813x2032 SABS approved FLB exterior timber door as Swartland PD1 with new hinges, lockset and handle as per Dorma Ironmongery Hardware set 02 (Std outward opening single exterior door) Door: Varnish finish, and sand down and varnish frame.
- 1.8. Replaster defective areas on walls and make good all defects throughout.
- 1.9. Repaint interior with Plascon Double Velvet
- 1.10. Repaint exterior with Plascon Wall&All
- 1.11. Repaint all ceilings with Plascon PVA
- 1.12. Remove existing damaged barge boards. Sand down and repaint exposed timber purlin ends with Plascon Super Universal enamel.
- 1.13. Replace light fittings and repair plugs only where these are broken or a safety hazard - to achieve Electrical compliance -as per electrical engineer's spec.

2. EXISTING CLINIC EXTENSION BUILDING B
- 2.1 Replace 30% of galvanized corrugated iron roof-sheets. All remaining roof screws to be checked, secured and made water-tight with Sika Sealoflex with membrane. No painting to new roof sheets
- 2.2 Replace section of missing pvc gutter, fix with brackets to match and connect to existing downpipe.
- 2.3 Remove existing damaged barge boards. Sand down and repaint exposed timber purlin ends with Plascon Super Universal enamel
- 2.4 Remove damaged fascia and replace with nutec-cement fascia (approx.1.5m) No paint
- 2.5 Remove existing D4 and fit new 813x2032 SABS approved exterior timber door as Swartland PD1 FLB door with new hinges, lever handle and lockset as per Dorma Ironmongery Hardware set 02 (Std outward opening single exterior door) . Varnish door and sand and re-varnish frame.
- 2.6 Re-plaster defective areas on walls and make good all defects throughout.
- 2.7 Properly prepare wall surfaces and repaint interior walls with Plascon Double Velvet
- 2.8 Properly prepare wall surfaces and repaint exterior walls with Plascon Wall&All
- 2.9 Properly prepare ceiling surfaces and repaint all ceilings with Plascon PVA
- 2.10 Replace light fittings and repair plugs only where these are broken or a safety hazard - to achieve Electrical compliance -as per electrical engineer's spec.
- 2.11 Broken window to the emergency room is to be replaced with 6,38mm clear laminated safety glass

3. EXISTING NURSE RESIDENCE BUILDING C
- 3.1 Replace 8 damaged roof-sheets on northern slope of roof with new galvanized corrugated iron roof-sheets. All remaining roof screws and ridge capping to be checked, secured and made water-tight with Sika Sealoflex with membrane. No painting to new roof sheets
- 3.2 Replace section of broken pvc gutter, fix with brackets to match and connect to existing down-pipe.
- 3.3 Remove existing damaged barge boards. Sand down and repaint exposed timber purlin ends with Plascon Super Universal enamel

NOTES

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Rev	Date	Revision
03	13-03-25	Contractors hoarding added for phasing, hilti spec revised
02	03-03-25	Dimensions added to Nurses residence
01	25-02-25	Add Hilti spec on 1.3; amended wording on 2.7,2.8,2.9 & 3.3

Project

ECDOH PMU-2

PRF -x06
Tanga Clinic
Phase 1 & 2

Title

Urgent Repairs to Existing Clinic Buildings

Scale	Date	Drawn	Checked
1:50	2025-02-25	MS/RSC	WAM

FOR TENDER

DRAWING No: **240028-PRF-x06-211**
REVISION: 03

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1.2 Implementation of the Project Specific Occupational Health & Safety Specification
1.3 Requirements at Tender Stage
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ANNEXURE C: CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
ECDOH	Eastern Cape Department of Health
DMR	Driven Machinery Regulations
DoEL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure
PA	Principal Agent
PSP	Professional Service Provider
CP	Cerebral Palsy

DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 84 of 2014 7 February 2014 with the following additions:

Client: Eastern Cape Department of Health

Construction Health and Safety Agent:
A competent person appointed by the Client to carry out the duties of the Client in respect of Occupational Health and Safety on the Project in terms of Regulation 5 sub regs (5) and / or (6)

Designer: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

Hazard: Source of exposure to danger

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

Health and Safety Agent:
Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:
Means a documented plan which answers to the Site-specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:
Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Principal Agent:
Means a competent person appointed by the Client to design, supervise and monitor the construction on their behalf.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:
Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Designer.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

Workplace means any premises or place where a person performs work.

KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
The GCC 3rd Edition 2015
Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6th Edition 2010

SANS Code 10400
SANS10085
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Risk Adjusted Strategy Regulation- issued by the Department of Cooperative Governance
Asbestos Regulations 2001 – as amended in 2003.
Asbestos Abate Regulations of 2020

SCOPE OF WORK:

1. Supply, delivery and installation of Prefabricated Structures

2. Repairs, Renovations and Refurbishments within the existing Clinic.

(See detailed scope in the main tender document on page 99-101).

1.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatary Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by Eastern Cape Department of Health that are promulgated or accepted during the contract will automatically be applied.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

1.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto.

The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation. The summary of risks is included in Section 2 of the PSHSS.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the Client/ Client Agent, or the responsible person in Eastern Cape Department of Health as well as the approval of the Construction Work Permit from the Department of Employment and Labour.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSS are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval.
Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. Such design changes.

The Client/ Client Agent will visit the project as deemed necessary by the Designer and the Client/ Client Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the Client/ Client Agent and the PC will be through the Designer (PA) (or Client's responsible person) as determined at the commencement of the project.

1.3 Requirements at Tender Stage

Tenderers are required to submit a project specific tender H&S plan with their Tender submission.
The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure adequate information is submitted as supporting documentation with his completed Tender. Such information will be assessed against the criteria listed and a score provided to the Bid Award Committee (BAC) for consideration. Failure to provide such information could render the tender application non-responsive.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the Client/ Client Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that the Principal Contractor has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing.

- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the Client or Client Agent for all high-risk items.

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence.

The CHS Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.

2. GENERAL REQUIREMENTS

2.1 Summary of Risks identified during Design.

The intention of the summary of findings from the design baseline risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.
The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Baseline risk assessment, and to include the residual risks as they apply to the project. The items noted are for information only and must be expanded on as required by the project.

- *Weather-Related;*
- *Equipment and Machinery;*
- *Chemical and Environmental;*
- *Traffic and Site Access;*
- *Subsurface Utility Conflicts;*
- *Wildlife and Insects;*
- *Material Handling and Lifting;*
- *Personal Protective Equipment (PPE);*
- *Communication Hazards;*
- *Inadequate Training;*
- *Client and Public Relations;*
- *Infection Prevention Control;*
- *Patient and Visitor Awareness;*
- *Emergency Response Coordination;*
- *Patient Privacy and Confidentiality;*
- *Noise and Disturbance;*
- *Clinic-Specific Protocols;*
- *Emergency Medical Services (EMS) Access;*
- *Communication with Clinic Staff;*
- *Biological Risks;*
- *Risk to the Environment including dust management;*
- *Unknown and existing services;*

- *Electrical Equipment;*
- *High Pressure Equipment;*
- *Working at Heights;*
- *Scaffolding*
- *Excavations*
- *Concrete Work*
- *Hazardous Chemical Substances*
- *Ergonomics*
- *Lifting Equipment*
- *Traffic Accommodation*
- *Demolishing*
- *Waste Management*
- *Exposure to Sewerage*

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

3.1 Structure and Organization of H&S Responsibilities

3.1.1 Notification of Commencement of Construction Work

The Contractor must acquire a "Notification of construction work" from the Department of Employment and Labour.

Work may not commence without the "Notification to do Construction Work" form being completed by the contractor and acknowledgement received from the local Department of Employment and Labour. This includes, inter alia, the Contractor's Health and safety Plan as accepted by the Client.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

3.1.2 HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes, SANS 10400 and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The Client/ Client Agent may from time-to-time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)

- Access and egress to site for deliveries and intended temporary traffic management,
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

3.2 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHS Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHS Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

3.2.1 Construction Supervision

Competent Full-Time Construction Manager(s) (CR8.1) will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e., risk assessments, method statements etc.).
Multiple competent Assistant Construction Manager(s) (CR8.2) may be appointed where justified by the scope and complexity of the works.

Curriculum Vitae (CVs) are to be submitted for approval by the Designer (PA) and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

If the Construction Manager (CR8.1) changes throughout the project. The Principal Contractor must ensure to provide the proposed Construction Manager CV and certificates for approval and then update the Annexure 2 and ensure that the appointment letter as well as proof of competency is available in the Health and Safety File.

3.2.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time CHS Officer (CR8.5) for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the Client/ Client Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, Diploma in H&S qualifications or similar, with exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHS Officer must have a competence to evaluate the Contractors Health and Safety plans.

Proof of registration as a Construction Health and Safety Officer with SACPCMP must be supplied.

This person may not hold any other position on the site staff.
The site supervisor may not act as the CHS Officer.
The CHS Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHS Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the CHS Officer.
- The CHS Officer/s may not be removed or replaced without the approval of the Client/ Client Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the Client/ Client Agent/Client and the CHS Officer. An example of the monthly report is attached as an Annexure C.

The CHS Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

If the CHSO is replaced the Principal contractor is required to submit the following documentation for approval by the Client or appointed Pr. CHSA at least two weeks before as The Department of Employment and Labour will need to be notified regarding the changes:

1. Applicant CV
2. Applicant Competency
3. Valid SACPCMP Letter of Good standing

Failure to do so will be considered a serious offence and penalties /stoppage of site will apply.

3.3 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site.
The appointed H&S Representatives are to be actively involved with H&S and will assist the CHS Officer and site management in meeting legislative duties.

The CHS Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the Client/ Client Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings.

Failure to do so will be deemed to be a moderate offence.

3.4 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Client's minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHS Officer is to ensure a contractor's appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- The contractor should take note of the required workload of the appointed CHSO in relation to the appointed SMME's.
- No Contractor may work under the PC's Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the CHS Officer is to ensure the level of H&S documentation is appropriate:

- Signed Mandatary agreements in place.
- Valid Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
    - Load testing and registers for cranes or lifting devices.
    - Medical certificates of fitness
    - Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.

4. GENERAL RISK MANAGEMENT

4.1 Health Risks and Medical Surveillance

As some products use in the building work have not been identified, the PC is to ensure the CHS Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessment. The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to biological risk, noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the business.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness issued by an Occupational Medical Practitioner prior to commencing work.
Medical surveillance will commence at pre-employment. All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), Arrangements for keeping medical records for the required time are to be noted. It is recommended that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed. It should be noted that the time period for keeping medical records where asbestos is present is a period of 40 years. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure (lung function test).

No employee/ contract worker will be allowed on site without a valid medical certificate of fitness.

Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers exposed to body fluids, sewage or human waste must have vaccinations up to date i.e.: Hepatitis A and Hepatitis B vaccinations.

Failure to do so will be considered a serious offence.

5.1.1 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among others is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect of these are to be placed in the H&S file.

5.1.2 Noise and Dust Control and Risk

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as 85dB or greater. Audiometry records are to be available in the H&S file.
Suitable SANS approved hearing protective equipment shall be issued and worn by all employees exposed to noise. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

The PC must ensure to take note that the facility will be fully operational and take extra care and planning communicated to the Clinic staff to ensure that noise and dust does not interfere with daily activities.

5.2 Emergency Procedures

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The contractor will take into consideration the existing emergency plan and procedures of the existing facility. It must be noted that the Clinic Facility will be fully operational during construction works.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator
    - Fire;
    - Public injury, Motor vehicle accidents;
    - Falls from heights;
    - Serious injury to workers (medical or work-related); and
    - Any other major risks identified during risk assessments.

Drills to be conducted bi-monthly for the below:

- Fire drill.
- Bomb threat.
- Fall from Heights Rescue procedures.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

5.2.1 First Aiders and First Aid Equipment

At least 1 first aider will be trained to Level 3. First aider shall be available and accessible on site at all times and be able to work when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers.

Appropriately stocked first aid kits, as per the GAR requirements, are to be available at all times to assure continual availability and access on site.

First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The contractor is to ensure that the first aider forms part of the rescue planning emergency situations when working at heights.

5.2.2 Fires and Emergency Management

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The Client/ Client Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

First aiders shall be available in each working team and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:
Appointment of a competent emergency response co-ordinator and wardens;

- Lists of first aiders, and
- Requirement in terms of identified risks:
  - Fire;
  - Explosions;
  - Falls from heights, and
  - Motor vehicle accidents.
  - Biological risks: e.g., disease outbreaks

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plants are to have appropriate, accessible fire extinguishers. Hot work permits are required for any such activities.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

5.2.3 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported as per the requirements of COIDA to the Designer (PA), Client/ Client Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Any person who contracts an Occupational Disease will need to be reported to the Compensation Commissioner as an occupational disease where their work is to monitored and contact with other with workers. Such details are provided in the Compensation for Injuries and Diseases Act (COIDA).

5.3 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE. The PC shall ensure that all workers (Including Contractors) on site are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Dust Masks
- Hand Gloves
- Overalls that have company logo/ identification and reflective strips to ensure worker visibility.
- Eye protection (if required)
- Hearing protection (when required)
- Reflective jackets (no bibs)
- Harnesses (working on heights)
- Respiratory protection (minimum of FFP2), and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include the necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person (including Client, Designers (PA) & PSP'S etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

5.4 Occupational Health and Safety Signage

On-site H&S signage is required and shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

It should be noted that the Clinic Facility will be fully operational during construction activities and the contractor to ensure sufficient separation.

Temporary signage is to include (but not be limited to) the following:

- Report to site office/ 'Warning: Construction Site – Keep out' or similar;
- Site office
- hard hat area or other PPE requirements noted;
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Note should be taken that "omnibus" signs indicating that the entire site requires PPE should not be used. Any areas where PPE is mandatory must be separately signed.

The Principal Contractor must ensure that members of the public that need to access the Clinic will not be able to gain access to the construction area. It should be noted that the Clinic will be fully operational, and the construction area should be properly and securely barricaded at all times.

Failure to comply will result in penalties being applied.

5.5 Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Contractors and PSP's) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction in the H&S File will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

5.6 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors. No Manmade and damaged equipment to be used on site, control of all equipment and plant is required. It should be noted that control measures should be implemented especially between the working areas and should at all times be separated from the existing facilities employees' persons and vehicles.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the Client/ Client Agent's audit.
All daily inspection records are to be kept in the H&S file. Plant Hire and Haulage Contractors are to comply with the requirements where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used and in possession of medical certificates of fitness.
Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.
Movement of plant in closures and in confined working areas is to be closely monitored and managed by the supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

Failure to do so will be considered a serious offence.

5.7 Working at Heights

The appointment Fall protection planner to be approved prior to appointment. A fall protection and rescue plan to be available and submitted with the H&S plan. The Fall protection plan to be submitted for approval prior to working at heights. The fall protection

plan must be appropriate for the project or project specific. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe.
The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan.
The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public or users of buildings are to be protected at all times by way of hoarding, barricading or fencing;
- Notices to be posted;
- Restrictions or stoppage when weather conditions are deemed hazardous;
- Permit system for working at heights;
- Prevention of falling tools or equipment;
- Link to emergency plan regarding rescue.

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Employees undertaking work at heights should have necessary competency for working at heights.

Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped, and penalties applied to any work at heights that is not compliant.

5.8 Auditing

Frequency of external auditing by the Client/ Client Agent or Client will be conducted every 30 Days to ensure that the contractors conform to the requirements of the Construction Regulations. The site will be inspected, and the documentation audited relative to the activities and H&S plan. The CHS Officer of the PC must accompany the Client, or the Client/ Client Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at a frequency determined by the Client/ Client Agent. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon, and non-conformances and penalties issued where deemed appropriate. The Client/Agent or Designer may act or require further outcomes if non-compliances are noted, or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the Client/ Client Agent.

The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

5.9 Communication on Site

All H&S communication during the project between the Client/ Client Agent and the PC will be done through the PA/Clerk of Works/Client and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

5.10 Care of Workers on Site: Access/Egress of Site / Welfare Facilities

Access

Contractor to ensure that Access control to be in place, hoardings erected to separate site from public. Extra hoarding to be in place to ensure the public and personnel are kept out of the construction site.
The Clinic Facility will be fully operational, and the contractor must ensure no unauthorised entry by the public, patients as well as employees of the Clinic at any time.

Welfare Facilities

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Existing facilities may not be shared with existing users of the facility. No substances containing Formaldehyde may be used in Chemical Toilets.

Ablution facilities are an essential facility that must be available for workers across a site. Facilities are a high-risk area and increased cleaning regimes are required to be introduced. A policy on how this will be done is required, that will cover both portable and permanent facilities. The following are considerations, that include, *inter alia*:

- Portable toilets to be provided at a 1:15 ratio but be sanitized daily as per Occupational Health and Safety Measures in Workplaces or more frequently.
- Where there are more than 15 employees on site, facilities should be provided for different sex e.g., female and make toilets to be provided.
- Cleaners to continually clean and have a formal cleaning regime.
- Hand washing facilities (soap and water, paper towel) to be available where possible, and if not, to provide hand sanitizer.
- Induction training to educate to ensure all users are hand washing correctly.

- Flush toilets preferably 1:15 unless increased cleaning regime present.
- Restrict the number of people using toilet facilities at any one time e.g., use a welfare attendant.
- Wash hands before and after using the facilities.
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently.
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal that need to be managed as hazardous waste.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Consider increasing the number or size of facilities available on site if possible.

5.11 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies. Contractor to always follow Clinic safety rules (Refer to 5.20) not to interfere with Clinic activities.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

The contractor will ensure to adhere to the Clinics rules and policies at all times.

5.12 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection.
Contractor to provide a Certificate of Compliance for all temporal distribution boards.
Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.
All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use.
Method statements and safe work procedures will be required for all work involving electrical apparatus.

5.13 Asbestos Management

There will be no asbestos works during this construction phase.

5.14 Demolition

Care is to be taken during demolition of walls; a stability survey should be carried out by a competent person. All rubble to be disposed on a regular basis and at a controlled refuse site.

Demolition plan to be submitted by the Principal Contractor for approval before any demolition commences. The demolition work is to be done under the supervision of a competent person.

The Contractor must at all times take into account that the Clinic Facility will be fully operational during the emergency repairs. Extra care to be taken at all times.

Failure to do so will be considered a serious offence.

5.15 Barricading and Hoarding

It is the responsibility of the contractor to ensure to price correctly for barricading and hoarding as the construction site (each separate construction area) must be securely barricaded from the Clinic facilities to ensure that no public, Clinic employees or patients can gain any access to the construction areas. Contractor to ensure that the barricading/ hording is maintained at all times as the Clinic will be fully operational.

DANGER TAPE OR CANDY TAPE IS NOT PERMITTED TO BE USED ON SITE AS A MEANS OF DEMARCATION!

- Security Plan: Develop a comprehensive security plan to address potential risks during construction. This should include measures to safeguard patients, staff, and sensitive information.
- Temporary Barriers: Install temporary barriers to maintain a level of security during the transition. This might include temporary fencing or barricades to restrict unauthorized access.
- Access Control: Implement strict access controls to ensure that only authorized personnel have entry to the construction site. Use identification badges and limit access points.
- Communication: Keep communication channels open between construction teams, Clinic staff, and security
- Personnel. Regular updates can help address concerns and mitigate potential issues.
- Patient and Staff Safety: Prioritize the safety of patients and staff by ensuring clear signage, safe pathways, and minimizing disruption to critical Clinic areas.
- Security: Increase the presence of security personnel in and around the construction site to monitor activities and respond promptly to any emergency
- Emergency Response Plan: Develop an emergency response plan specific to the construction project, outlining procedures for evacuations, medical emergencies, or security breaches.

- Collaboration with Authorities: Coordinate with local law enforcement and emergency services to ensure they are aware of the construction activities and can respond swiftly if needed.

- Community Engagement: Inform the surrounding community about the construction plans and potential disruptions, emphasizing efforts to maintain safety and security.

5.16 Traffic Management

The contractor to develop a comprehensive traffic management plan that includes:

- A site-specific traffic flow diagram.
- Identification of high-risk traffic areas or zones.
- Strategies to minimize disruptions to normal Clinic operations.
- Measures to control vehicle and pedestrian movement around the work area.
- Clear signage and demarcation of safe areas.
- Procedures for managing temporary road closures or detours.
- Provision for emergency vehicle access.
- Plans for managing deliveries and contractor vehicles.

5.17 Temporary Works - Scaffolding, support work, formwork

Temporary works must be properly designed and signed off by a competent person. In these instances, a competent person is defined as a Professional Engineer or Professional Technologist (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and Client/ Client Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/Client/ Client Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

All scaffolding / temporary works support work must have design drawings that includes load bearing and approved by competent person.

5.18 Biological Hazards

It should be noted that while performing construction work at **TANGA Clinic** it is possible for construction workers to get into contact with biological risk. Coordination between contractor and Clinic infection control shall be implemented to address any concerns relating to biological hazards. All workers entering the construction site must undergo training on the identification and handling of biological hazards prior to commencing work. Contractors shall apply appropriate health and safety measures including PPE and hygiene protocols as per the regulations for hazardous biological agents.

The baseline site HIRA should continue to acknowledge Viral Hazardous Biological diseases outbreak as a general Hazard. Should there be an outbreak the HBA Regulations will apply, and this may require additional controls like HIRA, method statements that address transmission prevention planning, PPE and signage.

Any employees who will have direct contact with patients' body should be vaccinated against hepatitis B virus.

5.19 Excavations

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed specifically excavations deeper than 1.5m.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose.

Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics.

Work will be stopped, and penalties applied to any work in excavations that is not compliant.

5.20 Safety Rules with respect to work to Health Care Facilities

All persons on the premises shall obey the ECDoH & facilities' Health and Safety rules, procedures and practices.

All work shall be carried out within normal working hours except certain essential works which may need to be carried out after hours or over weekends.

Arrangements for such work to be agreed in advance between the Contractor and the facility.

Emergency / Firefighting equipment belonging to the premises is not to be interfered with.

Emergency Exits and Escape Routes, including Temporary Escapes Routes are not to be obstructed.

No persons shall carry out or initiate an unsafe / unhygienic act or operation whilst on the premises.

Workers are not to interfere with the duties of the Clinic, its staff, patients or visitors.

The Contractor shall maintain good housekeeping standards in the areas being worked on throughout the duration of the contract.

The health facility reserves the right to search any person entering or leaving the health facility premises.

All workers must wear proper identification labels at all times – The Contractor will be asked to remove persons without identification from the premises.

The Contractor will not be permitted to use any tools or equipment belonging to the health facility.

The Contractor is to ensure that noise is kept to a minimum so as not to unduly interfere with the functioning of the adjacent facilities.

The Contractor is to ensure that dust from the works is properly contained so as not to cause problems with the normal functioning of the Clinic facility activities.

6 HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.
The following completed information shall be included (but not be limited to) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by Client;
- The Traffic Management and Approval by Client
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of Construction Works from the Department of Employment and Labour
- A record of all working drawings, calculations and design where applicable.
- Detailed list of Contractors with contact details, appointments, Mandatories etc.,
- H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (who is on site)

7 NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.
The following constitute examples of the types of non-conformances that will attract penalties:

Minor: **Penalty: R50/count**	**Medium:** **Penalty: R500/count and a non-conformance**	**Severe** **Penalty: R5000/count, a non-conformance and/or activity stoppage**
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

7.1 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

(i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.

(ii) In addition, a time-related penalty of R500, 00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

ANNEXURE A
CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

a) Client H&S Specification
b) Principal Contractor's OHS Plan(s)
c) Principal Contractors Policies
d) Organograms
e) Legal Appointments
f) List of all employees employed on a permanent or contractual basis over the duration of the contract.
g) Notification of Construction Work with the Department of Employment and Labour of commencement of work
h) Letter of Good Standing
i) Full files for all Contractors as well as their close out reports
    - List of Contractors
    - All employees employed on a permanent or contractual basis over the duration of the contract.
    - Letters of Approval of Contractors
    - Mandatary Agreements
    - Letters of Good Standing
    - Appointments
j) Incident Records
k) Non- Conformance records
l) Agent's Audits
m) Method Statements
n) Risk assessments
o) Safe work procedures
p) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
q) All drawings for temporary structures (suspended beams/scaffolds etc.)
r) All operating manuals for any systems that require on-going maintenance.
s) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and

liability period will require an assessment of the H&S file by the Client/ Client Agent prior to any work commencing.
A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

ANNEXURE B
NON-CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION **NON-CONFORMANCE NO**		
AGENT:	**PROJECT:**	
Consultant:	**Date and time:**	
Client	**Area:**	
Contractor:		
ASPECTS NOTED:	**COMMENTS:**	**COMPLETION REQUIRED BY (DATE):**
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
OTHER:		
The following penalties are to be applied:		

Signature of Designer	
Signature of CHS Officer/Site Agent	
Signature: of Client/ Client Agent	

ANNEXURE C

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH (detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (list number and details, attach reports)		
6	NON-CONFORMANCES (closed out or active)		
7	CONTRACTORS (list, approval status)		
8	AUDITS COMPLETED (internal and external)		
9	CRITICAL ISSUES		
10	GENERAL		

Health and Safety Officer: _____ **Signature:** _____

Date: _____

Construction Manager: _____ **Signature:** _____

Date: _____

C3.15 BASELINE RISK ASSESSMENT

(Refer to Annexure B of OHS Specification)

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

Bid Description:	**"Infrastructure Improvements to Healthcare Facilities Amathole District: Repairs, Renovations and Installation of Prefabricated Units at Tanga Clinic**
Project Number:	**SCMU3-2526-0261-AM**

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other "restrictions". (Refer to Scope of Works C3)

Tanga Clinic
Address : eLalini
Coordinate : 32°15'7.59"S , 28°11'3.28"E

SITE INFORMATION REPORTS INCLUDED IN THE BID DOCUMENT:

- **N/A**