REQUEST FOR BID

Infrastructure Improvements to Healthcare Facilities OR Tambo District: NMA Hospital Building Façade Maintenance Works

SCMU3-2627-0165-OR

NAME OF COMPANY: `

_____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 29 July 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 OR Tambo District: Repairs, Hospital Building Façade Maintenance Works** for a **three (3) 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 a compulsory online briefing meeting on Microsoft Teams on 15 July 2026 @11am, bidders are encouraged to visit the site beforehand to familiarize themselves with the site conditions.

Briefing link : https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2VmZjVjNTMtMGM3NS00NDk4LWIyMDItMTJkNDA2YjAzYzZm%40thread.v2/0?context=%7b%22Tid%22%3a%227b6d6077-fe0d-46f1-9e0f-5a9819318e66%22%2c%22Oid%22%3a%22de0b1b54-e554-4a17-8162-c90f3b388f9b%22%7d

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 tendefdrs by **The Eastern Cape Department of Health** is 11:00 am on 29 July 2026. Physical, Telegraphic, telephonic, telex, e-mail, facsimile 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 eTender Portal. 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 29 July 2026. Documents that are hand delivered, telex,telephonic,Telegraphic, facsimile, e-maill, incomplete, unsigned, submitted by facsimile will not be accepted. Documents must be scanned and the original contents of the documents must not be altered and must be 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:
012 406 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 eTender. 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 29 July 2026 Documents that are hand delivered, (typed), telex,telephonic,Telegraphic, facsimile, e-maill, incomplete, unsigned, submitted by facsimile will not be accepted. Documents must be scanned and the original contents of the documents must not be altered and must be 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.

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 virtual attendance register 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 **10** **(Ten) 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	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.
4.13.2	The tender document can be downloaded for free on the eTender Portal refer to tender notice
4.13.3	Documents that are hand delivered, telex,telephonic,Telegraphic, facsimile, e-maill, incomplete, unsigned, submitted by facsimile will not be accepted. Documents must be scanned and the original contents of the documents must not be altered and must be 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. **Tender / Bid dentification details:** **“Infrastructure Improvements to Healthcare Facilities OR Tambo District: NMAH Hospital Building Façade Maintenance Works”**
4.13.4	**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).**
4.13.5	A two-envelope procedure will not be required.
4.13.6	Hand delivery, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
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	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 **Ten (10)** 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 eTender Portal 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. **1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS** A maximum of 80 or 90 points is allocated for price on the following basis: **80/20 or 90/10** $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ Where Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid
5.7.2	The procedure for the evaluation of responsive tenders is **Method 2: Administrative compliance, Price and Specific Goals** Stage 1: Administrative compliance and mandatory requirements Stage 2: Price and specific goals (80/20 system)
	STAGE ONE: ADMINISTRATIVE REQUIREMENTS AND MANDATORY REQUIREMENTS **Bidders' proposals must meet the following minimum requirements and support documents must be submitted with the completed bid document online via www.etenders.gov.za at the closing date and time. Failure to comply with the mandatory requirements will automatically eliminate the bid for further consideration:** 1. Bid Document (This Document must be submitted in its original format) 2. Documents that are hand delivered, telex, telephonic,Telegraphic, facsimile, e-maill, incomplete, unsigned, submitted by facsimile will not be accepted. 3. The completed documents must be scanned and uploaded as part of the electronic submission on eTender Portal. 4. 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 5. 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) (mandatory). 6. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit) (% split to be indicated for each JV partner) (mandatory) 7. 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) 8. Record of addenda issued (Only if addenda is issued) 9. Proposed amendments and qualifications. 10. 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) 11. Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) (mandatory) 12. Schedule of Proposed Subcontractors 13. Proof of registration as a registered person in the category: Trade Test Painter (Mandatory) 14. Provision of qualified personnel including a Project Manager, Painter Technicians, Painter Assistants, and Safety Officers with relevant qualifications and experience 15. Demonstrated experience in refurbishment or painting projects, supported by references and previous project certificates. 16. Availability of necessary plant and equipment for painting works. 17. SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022 18. 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 19. 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/Subcontractors 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.

20. 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)
21. 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)
22. Proof of Specific Goals Claimed
23. Protection of personal content: Consent POPIA
24. Part C1.1 Form of Offer and Acceptance fully completed and signed (mandatory)
25. 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).
26. Part C1.2 Contract Data
27. Part C2.2 Bills of Quantities (original contents of the documents must not be altered) (mandatory)
28. 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)
5.8	**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, hand delivered, facsimile 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. • Proof of registration as a registered person in the category: Trade Test Painter (Mandatory) • Provision of qualified personnel including a Project Manager, Painter Technicians, Painter Assistants, and Safety Officers with relevant qualifications and experience • Demonstrated experience in refurbishment or painting projects, supported by references and previous project certificates. • Availability of necessary plant and equipment for painting works. • Professional and technical competence in painting • 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: • Proof of having All risk, public liability and support insurances as stipulated in the contract. • Submission of a Construction Safety, Health and Environmental Plan. • 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) Proof of registration as a registered person in the category: Trade Test Painter (Mandatory) 10) Provision of qualified personnel including a Project Manager, Painter Technicians, Painter Assistants, and Safety Officers with relevant qualifications and experience 11) Demonstrated experience in refurbishment or painting projects, supported by references and previous project certificates. 12) Availability of necessary plant and equipment for painting works. 13) Professional and technical competence in painting 14) SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022 15) 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 16) 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**)** 17) 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)** 18) Proof of Specific Goals Claimed 19) Protection of personal content: Consent POPIA 20) Part C1.1 Form of Offer and Acceptance **(mandatory)** 21) Part C1.2 Contract Data 22) Part C2.2 Bills of Quantities **(original contents of the documents must not be altered) (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, Work 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 **10 (ten) working days** before the tender closing time.
10	**Closure of eTender Link** The submission link on eTender Portal will be closed at 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.	Proof of registration as a registered person in the category: Trade Test Painter (Mandatory)		
10.	Provision of qualified personnel including a Project Manager, Painter Technicians, Painter Assistants, and Safety Officers with relevant qualifications and experience		
11	Availability of necessary plant and equipment for painting works (mandatory).		
12.	SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022		
13.	Proof of Registration on the National Treasury Central Supplier Data Base (CSD) Full CSD report)		
14.	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)		
15.	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)		
16.	Proof of Specific Goals Claimed		

17.	Protection of personal content: Consent POPIA		
18.	Part C1.1 Form of Offer and Acceptance (Fully signed and completed) **(mandatory)**		
19.	Part C1.2 Contract Data		
20.	Part C2.2 Bills of Quantities (Fully priced) **(original contents of the documents must not be altered) (mandatory).**		
	Other documents required for bid/quotation evaluation purposes.		
21.	List of resources, Plant & Equipment to execute the service.		
22.	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.		
23.	Project Manager must be a holder of a relevant building qualification (min NQF 6). Attach CV.		
24.	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.		
25.	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.		
26.	Bidder must submit a clear and concise methodology & approach showing his understanding of the terms of reference		
27.	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) Proof of registration as a registered person in the category: Trade Test Painter (Mandatory)
17) Provision of qualified personnel including a Project Manager, Painter Technicians, Painter Assistants, and Safety Officers with relevant qualifications and experience
18) Demonstrated experience in refurbishment or painting projects, supported by references and previous project certificates.
19) Availability of necessary plant and equipment for painting works.
20) Professional and technical competence in painting
21) SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022
22) 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
23) 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**)**
24) 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)
25) Proof of Specific Goals Claimed **(mandatory if points are claimed)**
26) Protection of personal content: Consent POPIA
27) Part C1.1 Form of Offer and Acceptance **(mandatory)**
28) Part C1.2 Contract Data
29) Part C2.2 Bills of Quantities **(original contents of the documents must not be altered) (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:	**SCMU3-2627-0165-OR**	CLOSING DATE: 29 July 2026 .		CLOSING TIME:	11;00 AM
DESCRIPTION	**"Infrastructure Improvements to Healthcare Facilities OR Tambo District: NMAH Hospital Building Façade Maintenance Works**				
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 OR Tambo District: NMAH Hospital Building Façade Maintenance Works
SCMU NUMBER	**SCMU3-2627-0165-OR**

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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU NUMBER	**SCMU3-2627-0165-OR**

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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU NUMBER	**SCMU3-2627-0165-OR**

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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU NUMBER	**SCMU3-2627-0165-OR**

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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU NUMBER	**SCMU3-2627-0165-OR**

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:

Project Name:	**INFRASTRUCTURE IMPROVEMENTS TO HEALTHCARE FACILITIES OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
Tender No:	**SCMU3-2627-0165-OR**

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 Painter CV attached which includes a **Trade Test certificate (Mandatory)** (Mark with a X)			Yes	No

Signed …….. Date …….

Name …… Position …….

Tenderer……

PARTICULARS OF SPECIALIST SUBCONTRACTOR

Project Name:	**INFRASTRUCTURE IMPROVEMENTS TO HEALTHCARE FACILITIES OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
Tender No:	**SCMU3-2627-0165-OR**

Name of Specialist Subcontractor:			
Address:			
Specialist Subcontractor registration number: if applicable			
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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU NUMBER	**SCMU3-2627-0165-OR**

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 (OR Tambo District)	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 (OR Tambo District)	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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
SCMU number	**SCMU3-2627-0165-OR**

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 OR Tambo District: NMAH Hospital Building Façade Maintenance Works 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 OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
Reference number	**SCMU3-2627-0165-OR**
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	OR Tambo Local 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. A Mabanga
Telephone number	email: akhona.mabanga@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	Eastern Cape Department of Public Works & Infrastructure			
Legal entity of above	N/A	Contact person	**Xolelwa Silinga**	
Practice number	D/3369/2026	Telephone number	047 531 0017	
		Mobile number		
Country	South Africa	E-mail	xolelwa.silinga@ecdpw.gov.za	
Postal address	Qhasana Building Independence Avenue Bhisho, Department of Public Works and Infrastructure		Postal Code	5605
Physical address	Qhasana Building Independence Avenue Bhisho, Department of Public Works and Infrastructure		Postal Code	5605

A5.0 Agent [1.1]

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

A6.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	EC, DPWI		
Legal entity of above	N/A	Contact person	S Ngaveli
Practice number	4652	Telephone number	047 531 0017
		Mobile number	
Country	South Africa	E-mail	siyabonga.ngaveli@ecdpw.gov.za

Postal address	Qhasana Building Independence Avenue Bhisho, Department of Public Works and Infrastructure	Postal Code	5605
Physical address	Qhasana Building Independence Avenue Bhisho, Department of Public Works and Infrastructure	Postal Code	5605

A7.0 Agent [1.1]

Discipline	Civil Engineer			
Name	N/A			
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail		
Postal address			Postal Code	
Physical address			Postal Code	

A8.0 Agent [1.1]

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

A9.0 Agent [1.1]

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

A10.0 Agent [1.1]

Discipline	**Mechanical Engineer**			
Name	N/A			
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal Code	
Physical address			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
N/A			

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	These will be communicated and indicated on site upon hand over		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		**Yes / No?**	**Yes**
If yes, description	This will be defined and communicated on site upon hand over		
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]
	X	working days	Construction Period in months	Penalty amount per calendar day (excl. tax)
	X	**10 Working days**	**3 Months**	16,5c/R100 of Estimate

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]	**15th**		
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.	
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).

Distinguish Between Construction Period and Contract Period

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)

THE JOINT BUILDING CONTRACTS COMMITTEE
JBCC

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 presenc
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

SECTION 1: PRELIMINARIES AND GENERAL

ITEM NO		QUANTITY	AMOUNT
	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 abovementioned 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 abovementioned documents		
	PREAMBLES FOR TRADES		
	User note		

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 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

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

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

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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**

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

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

Abbreviated descriptions

	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 **Legal status of contractor** If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement** 2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons 3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**		
	F:..... V:..... T:.....		Item
2	Clause 2.0 - **Law**, regulations and **notices** **<u>User note</u>** *Insert the following for <u>residential developments</u> only* **NHBRC levies** The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this **agreement** [2.1]		

	F:..... V:..... T:.....	Item
3	Clause 3.0 - Offer and acceptance	
	F:..... V:..... T:.....	Item
4	Clause 4.0 - Cession and assignment	
	F:..... V:..... T:.....	Item
5	Clause 5.0 - Documents	
	Value Added Tax	
	Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)	
	Clause 5.4 is deemed to be deleted	
	The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any.	
	User note	
	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]	
	F:..... V:..... T:.....	Item
6	Clause 6.0 - **Employer's agents**	
	User note	
	Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1	

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**: ?

User note

1. Architect

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [6.2; 17.1] :

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

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**

1.2.3 The **site** [13.0]

1.2.4 Compliance with the **law**, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the **works**

1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

1.2.11 Rectification of **defects** [21.2]

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**

1.2.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

1.2.14 Appointment of a **subcontractor** [14.0; 15.0]

1.2.15 Work by **direct contractors** [16.0]

1.2.16 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0]

2. Quantity surveyor

User note

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

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

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**

3.2.3 The **site** [13.0]

3.2.4 Compliance with the **law**, regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any **materials and goods**

3.2.9 Protection of the **works**

3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

3.2.11 Rectification of **defects** [21.2]

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**

3.2.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

4. Mechanical engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

4.1 Duties [6.2] :

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

4.2 **Contract instructions** [6.2; 17.1] :

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

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**

4.2.3 Compliance with the **law**, regulations and bylaws [2.1]

4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any **materials and goods**

4.2.8 Protection of the **works**

4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

4.2.10 Rectification of **defects** [21.2]

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**

4.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

5. Electrical engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

5.1 Duties [6.2] :

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

5.2 **Contract instructions** [6.2; 17.1] :

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

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**

5.2.3 Compliance with the **law**, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

5.2.8 Protection of the **works**

5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

5.2.10 Rectification of **defects** [21.2]

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**

5.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

6.1 Duties [6.2] :

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the **works**

6.2 **Contract instructions** [6.2; 17.1] :

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

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**

6.2.3 Compliance with the **law**, regulations and bylaws [2.1]

6.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

6.2.6 Removal or re-execution of work

6.2.7 Removal or substitution of any **materials and goods**

6.2.8 Protection of the **works**

6.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

6.2.10 Rectification of **defects** [21.2]

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**

6.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

7. <u>Fire consultant</u>

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

7.1 Duties [6.2] :

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the **works**

7.2 **Contract instructions** [6.2; 17.1] :

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

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**

7.2.3 Compliance with the **law**, regulations and bylaws [2.1]

7.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any **materials and goods**

7.2.8 Protection of the **works**

7.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

	7.2.10 Rectification of **defects** [21.2] 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** 7.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums** 8. <u>Health and safety consultant</u> **<u>User note</u>** 8.1 Duties [6.2] : 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: 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 8.1.2 Prepare and update the health and safety specification for the **works** 8.1.3 Agree with the **contractor** the health and safety plan for the **works** 8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations 8.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to.		
	F:..... V:..... T:.....		Item
7	Clause 7.0 - Design responsibility		
	F:..... V:..... T:.....		Item

	Insurances and securities (A8-A11)	
8	Clause 8.0 - **Works** risk	
	F:..... V:..... T:.....	Item
9	Clause 9.0 - Indemnities	
	F:..... V:..... T:.....	Item
10	Clause 10.0 - Insurances	
	F:..... V:..... T:.....	Item
11	Clause 11.0 - **Securities**	
	User note	
	Guarantee for payment The **employer** shall provide to the **contractor** a **guarantee for payment** in the amount of .....Rand (R.....) [11.5.1]. The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [11.10]	
	User note	
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:	
	Extension of waiver of lien 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]	
	F:..... V:..... T:.....	Item
	Execution (A12 - A17)	
12	Clause 12.0 - Obligations of the **parties**	

	Office accommodation The **contractor** shall provide, maintain and remove on **practical completion** air conditioned 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]	Item
	Notice board The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. 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]	
	Statutory and other notices 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 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	
	F:..... V:..... T:.....	Item
13	Clause 13.0 - Setting out	
	F:..... V:..... T:.....	Item
14	Clause 14.0 - Nominated **subcontractors**	
	F:..... V:..... T:.....	Item
15	Clause 15.0 - Selected **subcontractors**	

	F:..... V:..... T:.....	Item
16	Clause 16.0 - **Direct contractors**	
	Attendance on direct contractors	
	In respect of **direct contractors** the **contractor** shall:	
	1. Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials	
	2. Allow the use of personnel welfare facilities, where provided	
	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	
	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]	
	F:..... V:..... T:.....	Item
17	Clause 17.0 - **Contract instructions**	
	Site instructions	
	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**	
	F:..... V:..... T:.....	Item
	<u>Completion (A18 - A24)</u>	
18	Clause 18.0 - Interim completion	N/A

19	Clause 19.0 - **Practical completion**	
	F:..... V:..... T:.....	Item
20	Clause 20.0 - Completion in **sections**	
	F:..... V:..... T:.....	Item
21	Clause 21.0 - **Defects** liability period and **final completion**	
	F:..... V:..... T:.....	Item
22	Clause 22.0 - **Latent defects** liability period	
	F:..... V:..... T:.....	Item
23	Clause 23.0 - Revision of the date for **practical completion**	
	Substitution of materials and goods 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]	
	F:..... V:..... T:.....	Item
24	Clause 24.0 - **Penalty** for late or non-completion	
	F:..... V:..... T:.....	Item
	<u>Payment (A25 - A27)</u>	
25	Clause 25.0 - Payment	
	Prices submitted	
	F:..... V:..... T:.....	Item

26	Clause 26.0 - Adjustment of the **contract value** and **final account** **Fluctuations in costs** 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] **User note** *Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted* **Tenant installation/user requirements delayed** 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** 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** 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 **Cost of claims** 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 **Claims from subcontractors** 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]	
	F:..... V:..... T:.....	Item

27	Clause 27.0 - Recovery of expense and/or loss	
	F:..... V:..... T:.....	Item
	Suspension and termination (A28 - A29)	
28	Clause 28.0 - Suspension by the **contractor**	
	F:..... V:..... T:.....	Item
29	Clause 29.0 - Termination	
	F:..... V:..... T:.....	Item
	Dispute resolution (A30)	
30	Clause 30.0 - Dispute resolution	
	F:..... V:..... T:.....	Item
31	**Agreement**	
	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**	
	F:..... V:..... T:.....	Item
32	**Contract data**	
	User note	
	Tenderer's selections	
	Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**	

	User note *All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor* F:..... V:..... T:.....	Item
	SECTION B: GENERAL PRELIMINARIES **User note** *Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data* *Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary* **Definitions and interpretation (B1)**	
33	Clause 1.1 - Definitions F:..... V:..... T:.....	Item
34	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item
	Documents (B2)	
35	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item
36	Clause 2.2 - Provisional **bills of quantities**	

	User note	
	Multiple procurement	
	These **bills of quantities** are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully) measured and the subsequent trades are **budgetary allowances** and/or **provisional sums**	
	F:..... V:..... T:.....	Item
37	Clause 2.3 - Availability of **construction information**	
	F:..... V:..... T:.....	Item
38	Clause 2.4 - Ordering of **materials and goods**	
	F:..... V:..... T:.....	Item
	Previous work and adjoining properties (B3)	
39	Clause 3.1 - Previous work - dimensional accuracy	
	F:..... V:..... T:.....	Item
40	Clause 3.2 - Previous work - **defects**	
	F:..... V:..... T:.....	Item
41	Clause 3.3 - Inspection of adjoining properties	
	F:..... V:..... T:.....	Item
	The site (B4)	
42	Clause 4.1 - Handover of **site** in stages	

	F:..... V:..... T:.....	Item
43	Clause 4.2 - Enclosure of the **works** **User note** *Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data* F:..... V:..... T:.....	Item
44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item
	Management of contract (B5)	
48	Clause 5.1 - Management of the **works** F:..... V:..... T:.....	Item
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item
50	Clause 5.3 - Technical meetings	

	F:..... V:..... T:.....	Item
	Samples, shop drawings and manufacturer's instructions (B6)	
51	Clause 6.1 - Samples of materials	
	F:..... V:..... T:.....	Item
52	Clause 6.2 - Workmanship samples	Item
	F:..... V:..... T:.....	Item
53	Clause 6.3 - Shop drawings	Item
	F:..... V:..... T:.....	Item
54	Clause 6.4 - Compliance with manufacturer's instructions	Item
	F:..... V:..... T:.....	Item
	Deposits and fees (B7)	
55	Clause 7.1 - Deposits and fees	
	F:..... V:..... T:.....	Item
	Temporary services (B8)	
56	Clause 8.1 – Water	
	F:..... V:..... T:……	Item
57	Clause 8.2 - Electricity	
	F:..... V:..... T:.....	Item

58	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:…….	Item
59	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item
	Prime cost amounts (B9)	
60	Clause 9.1 - Responsibility for **prime cost amounts**	
	User note *Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion* *Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc* F:..... V:..... T:.....	Item
	Attendance on subcontractors (B10)	
61	Clause 10.1 - General attendance	

	User note *General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement* F:..... V:..... T:.....	Item
62	Clause 10.2 - Special attendance **User note** *Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately* *It is important to note that general attendance only requires the contractor to "permit the subcontractor 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" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill* F:..... V:..... T:.....	Item
	General (B11)	
63	Clause 11.1 - Protection of the **works** F:..... V:..... T:.....	Item
64	Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections** F:..... V:..... T:.....	Item
65	Clause 11.3 - Security of the **works** F:..... V:..... T:.....	Item

66	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item
67	Clause 11.5 - Disturbance **User note** *The following clause may be used should "disturbance" [11.5] need to be extended* **Disturbance** 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 F:..... V:.....T:.....	Item
68	Clause 11.6 - Environmental disturbance **Controlling all forms of pollution** 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 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** **User note** **Environmental management plan**	

	The **employer** has prepared an environmental management plan (EMP) (refer to Annexure for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP	
	F:..... V:..... T:.....	Item
69	Clause 11.7 - **Works** cleaning and clearing	
	F:..... V:..... T:.....	Item
70	Clause 11.8 – Vermin	
	F:..... V:..... T:.....	Item
71	Clause 11.9 - Overhand work	
	F:..... V:..... T:.....	Item
72	Clause 11.10 - Tenant installations	
	F:..... V:..... T:.....	Item
73	Clause 11.11 - Advertising	
	F:..... V:..... T:.....	Item
	SECTION C: SPECIFIC PRELIMINARIES	
	User note	
	Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1	

	Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances	
74	Warranties for materials and workmanship 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 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 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** F:..... V:..... T:.....	Item
75	Overtime 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** F:..... V:.....T:.....	Item
76	Cooperation of the **contractor** for cost management 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 F:..... V:.....T:.....	Item

77	Overloading 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 F:..... V:.....T:.....		Item
78	Propping of floors below 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** F:..... V:.....T:.....		Item
79	Testing of flat roof waterproofing for watertightness 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 F:..... V:.....T:.....		Item
	<u>User note</u>		
80	Health and safety		

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]

User note

Health and safety

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** (refer to Annexure for a copy of the relevant specification) 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 provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**

2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**

3. Cooperate with the health and safety consultant in all respects

4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** health and safety specification

F:..... V:..... T:..... Item

81 Green star building certification

User note

	Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification	
	F:..... V:..... T:.....	Item
82	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The **employer** will be monitoring the broad based black economic empowerment (BBBEE) status of the **contractor** throughout the execution of the **works** 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	
	F:..... V:..... T:.....	Item
83	Advertising rights 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**	
	F:..... V:..... T:.....	Item
84	Confidentiality 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**	

	No information regarding this project shall be published or disclosed without the prior written consent of the **employer**	Item	
	F:..... V:..... T:.....	Item	
85	Media releases		
	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**		
	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		
	F:..... V:..... T:.....	Item	
	SUMMARY OF CATEGORIES		
	Category : Fixed R.....		
	Category : Value R.....		
	Category : Time R.....		
	Total carried to final summary	R	

SECTION NO. 2

BUILDING WORKS

		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 1				
	PAINTWORK				
	PREAMBLES				
	For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used- PW371"				
	SUPPLEMENTARY PREAMBLES				
	Proprietary products in descriptions				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	ON EXISTING EXTERNAL TEXTURED PLASTER SURFACES				
	Prepare and seal surfaces with one coat of plaster prime, followed by two coats of high-quality acrylic paint to achieve a durable, washable finish, colour and finish to match existing.				
1	On walls	m²	5 685		
	PEBBLEDASH PLASTER				
	High-pressure clean surface to remove all dirt, debris, and loose material.				
2	On external walls (pebbledash)	m²	9 370		
	Carried to Final Summary			**R**	

SECTION NO. 3

PROVISIONAL SUMS

			Amount
	SECTION NO. 3		
	PROVISIONAL SUMS		
	PREAMBLES		
	For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used- PW371"		
	COMMUNITY LIASON OFFICER		
1	Provide the amount of R6 000.00 (Six Thousand Rand) for the employment of a Community Liason Officer to be employed by the Main Contractor and be paid an allowance of (R6000.00 a month for the duration of the contract 3 months).	Prov Sum	18 000 00
2	Allow for profit.	Item	
3	Allow for Attendance.	Item	
	OCCUPATIONAL HEALTH AND SAFETY		
4	Provide the amount of R200 000.00 (Two Hundred Thousand Rand) for Occupational Health and safety compliance.	Prov Sum	200 000 00
5	Allow for Profit.	Item	
6	Allow for Attendance.	Item	
	Carried to Final Summary	**R**	

Section No.	**FINAL SUMMARY**	Page		Amount
1	PRELIMINARIES			
2	BUILDING WORKS	22		
3	PROVISIONAL SUMS	32		
	ADD: CONTINGENCIES			
	Allow the Amount of R250 000.00 (Two Hundred and Fifty Thousand Rands) for contingencies, to be used by the Architect in terms of Clause 17 of the Principal Building Agreement.			250 000 00
	SubTotal excluding Value Added Tax			
	ADD VAT @ 15%:			
	Carried to Tender		**R**	

PART C3: SCOPE OF WORKS

C3 SCOPE OF WORK

Bid Description:	**INFRASTRUCTURE IMPROVEMENTS TO HEALTHCARE FACILITIES OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
Tender No:	**SCMU3-2627-0165-OR**

C3.1 SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS:

General:

Location: Nelson Mandela Academic Hospital (NMAH), situated on **Erf 2438**, Sisson Street, Fort Gale, Mthatha, Eastern Cape, within the OR Tambo Municipality.

Access Points:
- N2 (Savoy side) – main entrance via national route.
- Fort Gale side – secondary entrance all on tarred road.

Scope of Works:
- Painting of existing external plastered walls.
- Pressure washing of pebbledash wall surfaces.
- Works to be executed on three sides of the hospital façade

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

Facility Name	**Co-ordinates**
NMAH	31°35′15″S 28°45′51″E

The image below indicates the hospital to be maintained.

Figure 01: Hospital image

Detailed Scope of Works:

The proposed works comprise the refurbishment of the external façades of Nelson Mandela Academic Hospital. The scope includes two different wall finishes requiring different treatments:

- Plastered Walls: All external plastered wall surfaces are to be prepared and painted with approved paint , ensuring durability and weather resistance. Surface preparation must include cleaning, patching defects, and priming where necessary.
- Pebbledash Walls: All external pebbledash wall surfaces are to undergo high-pressure washing to remove accumulated dirt, biological growth, and weathering deposits. Care must be taken to preserve the integrity of the textured finish while achieving a uniform clean surface.

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 hospital, in advance.
- Limit noisy activities during sensitive hours Use low-noise equipment where possible.
- Implement dust barriers, wet methods, and regular cleaning to prevent contamination in patient care areas.
- Follow hospital infection prevention protocols, including PPE use, sealed work areas, and waste disposal compliance.
- Coordinate with hospital management to schedule disruptive works outside peak patient care hours.
- Adhere to Occupational Health and Safety Act requirements, including scaffolding safety, signage, and fall protection.
- Avoid disruption to essential services (oxygen lines, electrical supply, water systems).
- Ensure minimal disturbance to patients, staff, and visitors, maintain dignity and privacy at all times.
- Contractors must comply with hospital security checks and ID requirements.
- Manage water run-off from pressure washing and ensure eco-friendly disposal of paint waste.

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

N/A

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

- 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

N/A

ANNEXURE B – OHS SPECIFICATION

Province of the
EASTERN CAPE
HEALTH

Occupational Health and Safety Specification

Issued in terms of the Occupational Health and Safety Act, 1993 Construction regulations 2014

PROJECT NAME	**Infrastructure Improvements to Healthcare Facilities OR Tambo District: Repairs, Hospital Building Façade Maintenance Works for a three months construction period.**
LOCATION	**Nelson Mandela Academic Hospital (NMAH), situated on Erf 2438, Sisson Street, Fort Gale, Mthatha, Eastern Cape, within the OR Tambo Municipality.**
DISTRICT	**O.R. TAMBO DISTRICT**
BID NO	**BID NO: SCMU3-2627-0165-OR**

Province of the EASTERN CAPE HEALTH

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2 SCOPE

2.1 Site Specific Specification

This health and safety specification pertains to the scope of works outlined in the tender document as well as in this OHS Specification document.

- Provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act 85 of 1993 during work;

- Establishes the way the Principal Contractor is to manage the risk of health and safety incidents during construction; and
- Establishes the way the Client's Health and Safety office will interact with the Principal Contractor.

This specification establishes general requirements to enable the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the relevant related regulations. The Principal Contractor is required to develop, implement and maintain a site-specific health and safety plan. The Client is required to provide certain site-specific information to the Principal Contractor or a health and safety specification for the works to enable such a plan to be formulated. Accordingly, this specification on its own cannot ensure compliance with the requirements of the Act.

A Client must stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Traffic Management Plan –

- Work zone Limits: Clearly defined boundaries of the operational area(e.g. active construction.
- Traffic floe Mapping: Diagrams/Site maps showing designated routes for heavy duty vehicles, delivery trucks, staff parking and foot traffic.
- Segregation: The physical separation of pedestrians and moving machinery using temporary barriers, fences, or clearly marked walkways.

Control Measures

- Speed Limits: Strictly defined and enforced speed limits tailored to site conditions
- Signane and Markings: Appropriate warning signs, cones, bollards, and directional arrows
- Traffic Personnel: flaggers, marshals deployed at critical traffic areas.

3 Detailed Scope of Works:

DESCRIPTION OF THE WORKS:

The proposed works comprise the refurbishment of the external façades of Nelson Mandela Academic Hospital. The scope includes two different wall finishes requiring different treatments:

- Plastered Walls: All external plastered wall surfaces are to be prepared and painted with approved exterior-grade paint systems, ensuring durability and weather resistance. Surface preparation must include cleaning, patching defects, and priming where necessary.
- Pebbledash Walls: All external pebbledash wall surfaces are to undergo high-pressure washing to remove accumulated dirt, biological growth, and weathering deposits. Care must be taken to preserve the integrity of the textured finish while achieving a uniform clean surface.

Figure 01: Locality Plan

Facility location: **Location**: Nelson Mandela Academic Hospital (NMAH), situated on **Erf 2438**, Sisson Street, Fort Gale, Mthatha, Eastern Cape, within the OR Tambo Municipality.

Coordinates: 31°35'15"S, 28°45'51"E

SCOPE OF WORK:

1. Painting of existing external plastered walls
2. Pressure washing of pebbledash wall surfaces
3. Works to be executed on three sides of the hospital facade

COMPLIANCE & QUALITY ASSURANCE

- Installation work completed in accordance with health and safety standards.
- Submission of certificates of compliance and warranty documents for all materials used.
- Conducting a final inspection and handover with hospital representatives.
- Completion report summarizing all work undertaken, including photographic evidence and as-built documentation.

PROGRAMME DETAILS

The contractor is to submit a detailed Works Programme with the quotation. The programme must serve as a clear guide outlining the logical sequence of activities, including defined timeframes and specific deliverables. The submission should also include:

- Start and completion dates for each activity
- Key milestones and dependencies
- Critical path activities
- Resource allocations (labour, materials, equipment)
- Lead times for procurement items
- Inspection and approval stages (where applicable)
- Any anticipated disruptions or constraints
- Health and safety planning considerations
- Progress reporting intervals and update procedures

ENABLING WORK

- The Contractor shall install site hoarding in accordance with the approved phasing plan, maximizing the reuse of existing hoarding materials where feasible to minimize waste and optimize efficiency.
- Where required furniture to be suitably identified with marked stickers prior to removal
- Hoarding to be removed on completion and make good any surfaces affected.
- Scaffolding erector and Inspector to be appointed
- The Contractor shall develop and submit a comprehensive traffic management plan

REMOVAL OF WASTE MATERIALS FROM SITE

- The Contractor shall ensure the removal and disposal of all waste materials, including but not limited to construction debris, hazardous waste, surplus materials, hoarding, and packaging, in accordance with the approved Waste Management Plan.
- The contractor will be required to produce a Safe Disposal Certificate for the area where the waste was disposed.
- Where there is no licensed approved disposal site for general waste, the contractor will have to provide agreement between the chief and the contractor for the agreed disposal site where applicable.

3. DEFINITIONS

As per the Occupational Health and Safety Act (85 of 1993) and the relevant regulations and applicable standards.

3.1. List of Abbreviations

AIA	Approved Inspection Authority
BOQ	Bill of Quantities
CEO	Chief Executive Officer
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
COC	Certificate of Compliance
COIDA	Compensation for Occupational Injuries and Diseases Act
COLTO	Committee of Land and Transportation Officials
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DoEL	Department of Employment and Labour
FPP	Fall Protection Plan
GAR	General Administration Regulations
GSR	General Safety Regulations
ID	Identification Document
HASCHEM	Hazardous Chemicals
RHCA	Regulations for Hazardous Chemical Agent
HBAR	Hazardous Biological Agents Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
NQF	National Qualifications Framework
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
CHSS	Construction Health and Safety Specification
POPIA	Protection of Personal Information Act
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
PSP	Professional Service Providers
SABS	South African Bureau of Standards
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SHE	Safety Health and Environment
SWP	Safe Work Procedure
UIF	Unemployment Insurance Fund

3.2. Key References

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)

Mine Health and Safety Act and Regulations No. 29 of 1996 (as amended)

Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)

South African National Standards

Municipal Bylaws

4. INTERPRETATION

The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

4.1. 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 / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractor and Contractors achieve an acceptable level of OHS performance.

The absence of advice or approval for any document mandated by the PSHSS, such as hazard identification and risk assessments, or any communication from the Client should not be interpreted as the Client accepting any obligation that relieves the Principal Contractor of the responsibility to meet the required performance standards and comply with legal requirements. It is essential to note that the Client does not assume liability for any consequences arising from the Principal Contractor's failure to adhere to the PSHSS; thus, the Principal Contractor retains the responsibility for achieving the necessary performance levels and ensuring legal compliance.

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 arise, work scope change or any other issues be 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 the Client) that are promulgated or accepted during the contract will automatically be applied.

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

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

A project specific H&S specification will be subject to approval by the Client. This must include all supporting documentation as required to verify the H&S system. The OHS Plan must address the scope of works.

5. GENERAL REQUIREMENTS

5.1. Risks

Principal Contractor to provide a detailed risk assessment for the entire work on site. The items noted are for information only and must be expanded as required by the project.

Summary of Risk on site:

a) Working within an operational health facility (sick people).
b) Temporary Works
c) Working at Heights.
d) Site establishment
e) Hand tools
f) Fire
g) Selection of Workers/ Staff for site
h) Fragile Materials
i) Hazardous Substances
j) Public safety
k) Night Work

l) Unsafe site Access roads
m) Stuff transportation
n) Painting
o) Biological risks
p) Ergonomic risks
q) Painting
r) Environmental pollution
s) Weather related.
t) Equipment and machinery

Existing structures on site and surrounding land use (with a significant impact on Health & Safety):

a) Health Facility safety a concern.

b) Security

5.2. Specified Hazardous Chemical Substances

The PC is to supply the products required as per the bill of quantities-, materials / safety data sheets (SDSs) for each of the product foreseen to be utilized on site. The South African SDS to be provided as per the new legislation.

The SDS data must be indexed, and a risk analysis done to indicate the risks related to each product in use. Training on this information must be given on site and risk controls implemented.

Please ensure that wastewater resulting from the cleaning of paint brushes is treated as hazardous biological waste and must not be disposed of directly into drainage systems. Implement a filtration system for the removal of paint waste. Additionally, ensure adequate ventilation systems are in place in areas where paint primer is applied to facilitate air circulation during painting activities. This may include the use of fans and opening windows to enhance ventilation.

6. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

6.1. Notification of Commencement of Construction Work

The Principal Contractor (PC) shall notify the Provincial Director of the Department of Employment and Labour (DoEL) in writing, using the prescribed Construction Regulation Annexure 2 form, at least 7 days prior to the commencement of construction work. This notification must be submitted to the nearest Regional Department of Labour Office for acknowledgment, and proof of submission and/or receipt must form part of the OHS Plan approval process.

Work may **only commence once the notification is correctly completed and signed by the Client**, which must follow written approval by the Health and Safety (H&S) office. Any **changes to the initial submission**, such as Contractor details, expected completion dates, or workforce size, must be reflected in a **revised Annexure 2**, which must also be submitted to the DoEL.

6.1.1. Health & Safety Training

The Principal Contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is always the requisite amount of supervision to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall conduct a training needs analysis to ascertain

what health and safety training, and re-training is required. No employees shall be allowed on site unless there is proof of induction training and identification.

Competency for the following is not negotiable; list is not limited to:

- Construction Manager and Assistant alternate Construction Manager, Competent person with a minimum qualification of NQF Level 6 with at least minimum of 2 years' experience.
- Health and Safety Officer must have NQF Level 5 and fully registered with SACPCMP with 1 year post experience to registration with SACPCMP.
- Temporary works planner and controller
- Scaffold erector & Scaffold Inspector
- SHE Rep (certificate NQF Level 2)
- First Aider (Level 3)

6.1.2. Induction

The contractor shall conduct a site-specific health & safety induction for all the employees, contractors and visitors to the site.

Copies of the attendance registers signed by the attendees as acknowledgement of attendance are to be kept on site in the health & safety file for verification during inspections and Client Audits.

6.1.3. Awareness

The Principal Contractor shall conduct on-site periodic toolbox talks that cover the relevant activity and an attendance register, and the contents of the topics discussed must be kept on site in the health & safety file.

Proof of training requires proof of the lesson plan and employee signatories.

Safety notices and symbolic signs, including health and safety awareness posters must be displayed at the site entrance and at strategic positions on the site to create health and safety awareness.

6.1.4. Competency

The Principal Contractor shall send relevant persons to appropriate courses as required by the Act, relevant Regulations, and applicable safety standards. The type of training to be conducted will be determined after conducting a Hazard Identification and Risk Assessment (HIRA). Copies of training certificates must be kept on site in the health & safety file.

The training to be conducted is, but not limited to:

Health & Safety Representative Course.
First Aid Level 3 Training,
Working at heights training (accredited) level 1 (SAQA Unit Standard 229998) (covering basic fall arrest techniques, equipment inspection and hazard awareness; and
HIRA Course.

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Proof of competency to be attached to Appointment letters.

6.2. Organogram and Appointment of Competent Site Personnel

Contractor will be required to submit a detailed **organogram** clearly illustrating the **personnel responsible for supervision** on site. This organogram must **align with the formal appointments** recorded in the project's **Occupational Health and Safety file** and must

accurately **reflect the individuals appointed to be physically present and active on site**. Each supervisory role depicted must correspond to a valid legal appointment (e.g., Construction Manager, Supervisor, Safety Officer), and any discrepancies between the organogram and the appointment letters will be deemed non-compliant. The organogram must be updated promptly to reflect any changes in supervisory personnel across the different operational sites.

6.3. OHSA 16.1 CEO

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 Acting CEO (OHSA 16.2). Knowledge and training in H&S are 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 to be performed.

Note: Please be aware that the construction manager is not permitted on this project to sign legal appointment letters. Only the 16.2 appointment may sign legal appointment letters.

6.3.1. Construction Manager (CR 8.1)

The Principal Contractor is required to formally designate a **full-time** competent individual specializing in construction works as the Construction Manager. This individual will be responsible for overseeing all construction activities at the designated site, including ensuring compliance with occupational health and safety standards. If the designated Construction Manager is unavailable, an alternate must be appointed, possessing appropriate training and/or experience in the relevant area of responsibility.

Upon the acceptance of the tender, the contractor is obligated to submit the Construction Manager's competency details in writing to the client for approval before commencing work.

Note: Please be aware that the construction manager is not permitted on this project to sign legal appointment letters. Only the 16.2 appointment may sign legal appointment letters.

6.3.2. Construction Work Supervisor (CR 8.7)

The Principal Contractor must in writing appoint construction work supervisor/s responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

6.3.3. Construction Health and Safety Officer (CR 8.5)

The Principal Contractor must appoint a suitably competent Construction Health & Safety Officer (CHSO) to co-ordinate his or her organization’s health & safety efforts on the site.

The appointed CHSO must be full time on site and readily available during working hours. The CHSO must conduct monthly internal audits and random site safety, and equipment checks, including overall compliance with the site-specific construction health and safety plan and procedures, and compile a monthly CHSO report (see Annexure A) to be tabled at each site progress meeting. The CHSO must evaluate the contractors Health and Safety Plan. The minimum qualification for the CHSO must be a matric certificate, NQF 5 qualification with at least two years and more experience on building projects.

The CHSO that the Principal Contractor intends to appoint **must be fully registered as a CHSO** with the SACPCMP and shall provide a valid registration.

6.3.4. Health & Safety Representative / H&S Committee Member (OHS Act 17 & 19)

The Principal Contractor (PC) is required to appoint a **full-time Health and Safety Representative for the site**.

The appointed representative must have successfully completed the relevant Health and Safety Representative training course. All elections or appointments must be documented in writing.

Health and Safety Representatives are responsible for conducting regular site inspections using the prescribed Annexure A form attached. Records of these inspections must be maintained in the project's Health and Safety File. Any deviations or non-conformances identified must be addressed immediately by the responsible person.

The Health and Safety Representative will report to and liaise directly with the appointed Health and Safety Officer.

6.3.5. First Aider

The Principal Contractor must appoint a First Aider with a valid certificate of competency for the project.

The Principal Contractor together with the responsible First Aider must ensure that the first aid box is available on site and fully stocked. General Safety Regulations must be applied. The First Aider must be always available and accessible on site and should form part of the rescue team.

6.3.6. Risk Assessor

The Principal Contractor is required to appoint a competent risk assessor that's full time on site and must understand the process of identifying hazards and assessing risks emanating from the identified hazards.

This appointed person can be an already designated health & safety officer that's full time on site because the task of assessing risks is an ongoing process and therefore risk review process must be done regularly.

There must be a direct link to the personal protective equipment / clothing and training to be conducted throughout the contract.

7. GENERAL RISK MANAGEMENT

7.1. Health Risks and Medical Surveillance

All personnel, including Contractor employees, must possess a medical fitness certificate issued by a registered Occupational Medical Practitioner before starting work. The commencement of Medical Certificate of fitness is scheduled during the pre-employment phase, and Annexure 3 should be on record.

Authorization to retain, share, and dispose of data must be documented under the Protection of Personal Information Act (POPIA).

Every worker, including those employed by Sub-Contractors, must have a valid medical fitness certificate before commencing work. No employed / contract worker will be allowed on site without a valid medical certificate of fitness. Annual medical surveillance is mandatory unless a more frequent schedule is specified.

Provisions for retaining medical records for the required duration should be duly acknowledged. 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).
- Spirometry (lung function testing).
- Chest X-rays.
- Liver function testing (volatiles), and

Any other relevant tests should be identified as part of the project. It is recommended that the Principal Contractor (PC) implement a medical surveillance plan for workers. In the case where employees should go for a **vertigo test** to confirm the worker's capability in terms of height phobia, which is essential to avoid any untoward incident/accident. Appropriate allowances for this should be included in the Bill of Quantities (BoQ).

7.2. 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 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. The PC must consult with the Client in preparation of the emergency as buildings will be operational.

7.3. Fires and Emergency Management

Emergency preparedness is a critical component of this project and must be prioritised at all active sites. Emergency equipment, including appropriately rated fire extinguishers and fully stocked first aid boxes, must be readily available and accessible at all times. The quantity and type of fire extinguishers must correspond to the specific fire risks identified on site and in relation to the activities being undertaken, and all plant and machinery must also be equipped with suitable extinguishers. Open fires are strictly prohibited on all sites, and clearly designated smoking areas with controlled smoking times must be established and enforced.

The site must have appointed emergency responders, including a competent Level 3 First Aider, who will form part of a clearly defined emergency response team, and must be formally appointed, with his/her roles and responsibilities clearly documented. Prior to the commencement of any work, a comprehensive emergency response plan must be submitted. This plan must outline the procedures and actions to be followed in the event of various emergencies, including fire, injury, environmental incidents, and disease outbreaks. It must also demonstrate coordination with local emergency service providers, such as fire and ambulance services, and ensure that all relevant arrangements are finalised before project initiation. Furthermore, the plan must incorporate specific protocols to address the risk of a

disease outbreak, including preventative measures, health monitoring, and detailed response strategies.

Giving due consideration to site-specific emergency risks and ensuring the availability of emergency equipment, trained personnel, and a well-structured response plan is essential to maintaining safety, legal compliance, and operational integrity across all active sites.

7.4. 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 to the Designer (PA) /Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

Proof of compensation claims, DOEL reports, and other relevant information must be on site for verification. All Occupational diseases to be reported to Compensation Commissioner

7.5. Personal Protective Equipment (PPE) and Clothing

The PC is to provide PPE to all employees free of charge.

The wearing of the identified SANS approved PPE at all times is non-negotiable.

- Hard hats: Chin strapped hats must have a safety breaker strap (Applicable only to employees performing work at height).
- Protective footwear.
- Overalls must be high-visibility and clearly display the company name, with reflective strips for enhanced worker visibility.
- Eye protection (as required)
- Attenuated hearing protection.
- Reflective jackets - only for supervisors and visitors (no bibs)
- Respiratory protection (minimum of FFP2).
- Gloves.
- other necessary PPE identified from SDS's and/or risk assessments.
- PPE for Visitors (Reflector vest and Hard hat only)

7.6. Occupational Health and Safety Signage

On-site H&S signage is required. Signage 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.

- 'Hard hat area' or other PPE requirements noted.
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area
- Construction work in progress
- No Un-authorized entry.

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.

7.7. Induction of Employees and Visitors, General H&S Training

A simple, formal induction program is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client and PSP's) to the site. Record of induction must be kept for a period of 2 years.

DSTI training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done.

Penalties for non-compliance regarding induction is stipulated in penalty clause.

7.8. Access Control Measures

Access control measures apply to all individuals involved in the construction project, including contractors, subcontractors, suppliers, and visitors. The contractor is responsible for maintaining a secure, safe, and controlled environment within the client premises throughout the duration of the project. This includes strict adherence to safety protocols and proactive risk mitigation to protect staff, and all other occupants of the clients.

7.9. Protection of Members of the Public

The contractor must implement appropriate measures to ensure the safety of the public at all times. This includes the installation of adequate barriers and warning signage around the work area. Workers are to actively deter public access to hazardous zones. Where work interfaces with public footpaths or bridges, these must be closed off or made safe to prevent injury. Traffic management systems, including signage, must be in place at site entrances to alert motorists of construction vehicle movements. Roads leading to the site are to be kept free of mud to prevent slip hazards. Refer to the plant risk assessment for plant-specific precautions. A safe means of access must be established and agreed upon for both construction vehicles and affected homeowners. POPI Act Policy, Procedure and Control

The PC will ensure that the company's control of information is known to all employees and that the employees had signed off on Medicals, Monitoring and Incident information being shared, and all other contractual information sharing requirements. All personal information collected for health and safety purposes will be handled in accordance with the Protection of Personal Information Act (POPIA). Such information will only be used for the intended purpose and will not be disclosed to unauthorized individuals or entities.

The Contractor must get consent before collecting any personal information, and individuals will be informed about the specific purpose for which their information is being collected or used. Personal information will be retained only for the necessary duration required for health and safety compliance purposes.

Each employee of the contractor is required to sign a declaration granting permission for us to capture photographs during audits and utilise them exclusively for reporting purposes to the client. (see declaration form Annexure C).

8. Communication On Site

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

9. Care of Workers on Site (Welfare)

Adequate welfare facilities must be provided for all workers at all times, including access to clean and safe drinking water, decent shelter, and hygienic toilet facilities. The required ratio is **one toilet for every 15 workers**, and **separate toilets must be provided for men and women**, clearly marked to ensure privacy and dignity for all employees. These facilities must be maintained in a clean and functional condition throughout the duration of the project.

Clean drinking water should be accessible to all employees continuously, with an emphasis on the importance of protecting this precious resource. Hand washing facilities must be provided with soap and hand sanitiser.

A sheltered eating area is required for on-site workers.

Moreover, an information board within employee facilities should be utilised to display audits and awareness notices. Department of Employment and Labour (DoEL) information must be prominently displayed and effectively communicated.

Arrangement can be made with the facility to use their ablution facilities, this arrangement must be done in writing and signed by both parties. These facilities must be used responsibly and returned in the same condition as they were received upon completion of the work. Under no circumstances may the Principal Contractor or their workers use facilities intended for staff or visitors of the healthcare facility

10. Discipline, Alcohol and Substance Abuse

A contractor working on site, regardless of the project duration, is expected to fully comply with all facility rules and regulations. This includes strict adherence to the client's safety protocols and operational requirements. All employees, including management, are required to follow instructions issued in the interest of health and safety. Any failure to comply with these instructions, company policies, or client safety rules will result in disciplinary action.

No individual is permitted to work or access the site while under the influence of alcohol or any substances that may jeopardize their own safety or the safety of others. Contractors are responsible for establishing an Alcohol Abuse Policy and implementing disciplinary procedures to ensure compliance with the policy.

11. Electrical Tools

The use of electrical tools involves potential hazards such as electric shock, burns, or fire. Safety measures include proper training on tool usage, regular equipment inspections, using tools with appropriate safety features, and following guidelines for electrical safety to prevent accidents.

12. Hoarding

Adequate hoarding to be done to reduce dust and noise and prevent public entrance to site. Security features must accompany the hoarding to maintain a secure environment for the existing occupants. Hoarding will be specified by the PA.

Please be advised that throughout the construction phases, the clients will remain fully operational. It is crucial to prioritize the quality, specifications, and placement of temporary hoardings to effectively contain dust and reduce noise levels.

13. Construction And Mobile Plant

The principal contractor must ensure that equipment in use is in good working order and fit for purpose. The PC must plan for access and egress, ensuring no unsafe situation or blocking of emergency routes occur unless planned for and coordinated with PSP.

14. Working at Heights

Prior to commencing any work, it is imperative to formulate a Working at Heights Fall Protection Plan, inclusive of a Fall Arrest Plan, developed by a qualified professional. A competent individual, as defined by Unit Standard 229994, must develop a practical, site-specific Fall Protection Plan in accordance with Construction Regulation 10 (CR 10). This plan must be submitted to the DPWI Construction Health and Safety Officer (CHSO) for evaluation and approval.

A meticulous risk assessment must be conducted to identify and address potential hazards related to working at heights, including but not limited to falls, unstable surfaces, and adverse

weather conditions. To uphold safety standards, all workers must undergo thorough training and demonstrate competence in working at heights.

Furthermore, employees required to work at heights must be declared medically fit by an occupational health practitioner, and valid medical certificates must be obtained and kept on record prior to commencing such work. These medicals must specifically cover the physical and psychological fitness required for working at elevated positions.

All ladders used on-site must meet SABS-approved standards to ensure the safety of personnel throughout the project. The appointment of a competent person to erect, supervise, and inspect scaffolding is crucial for ensuring compliance with SANS 10085 standards. Additionally, fall arrest and fall protection equipment must be readily available on-site and subjected to regular inspections and maintenance to ensure their ongoing integrity and effectiveness.

15. Delivery of Materials

The Principal Contractor (PC) is responsible for the proper management of all material deliveries to the site, ensuring coordinated stacking and storage. Dust generation should not cause a nuisance to the health facilities and surrounding communities.

Material stacking must be conducted in a controlled manner, with a focus on minimising wastage. Lay down areas should be cordoned off to manage multiple contractors effectively, ensuring the safety of everyone. All sand and dust-related materials must be securely enclosed to prevent wind-driven dust nuisances at the health facilities and surrounding communities.

16. Site Establishment and Requirements

While the client may have existing security services in place for the facility, it must be clearly understood that the contractor is fully responsible for the security of their own personnel, tools, equipment, and materials. The contractor is therefore required to appoint their own security personnel as necessary to safeguard their operations. Under no circumstances should the contractor request the use of any room within the facility for storage purposes. The Principal Contractor (PC) must provide their own lockable storage facility for secure storage of tools, materials, and equipment.

In terms of site utilities, the contractor may make arrangements with the Facility Manager for access to water and electricity, should the need arise. Alternatively, the contractor may choose to provide their own supply. Any arrangements made regarding the use of the facility's utilities must be formalised in writing and signed by all relevant parties, ensuring clarity of responsibilities and avoiding any misunderstandings during the project.

These provisions are essential to maintain order, accountability, and smooth cooperation between the contractor and the facility during the project.

Site lay out plan indicating:

- Access and security controls
- Site Office
- Lay down areas.
- Parking
- Escape routes (emergency) and assembly points
- Fire extinguishers
- First Aid Equipment
- Waste

- Facilities

17. Paint Work

Please treat wastewater from cleaning paint brushes as hazardous chemical waste and avoid disposing of it directly into drainage systems. Instead, implement a filtration system to remove paint waste.

18. Ergonomics

Conduct a thorough ergonomic risk assessment carried out by a competent professional. Provide consistent guidance to workers regarding ergonomic considerations in tasks, equipment lifting, and repetitive movements.

19. Biological Waste and Hygiene Control

The Principal Contractor (PC) must implement strict control measures and procedures for the handling, storage, and disposal of waste in accordance with the approved Waste Management Plan and applicable regulations. All waste generated on site must be managed responsibly, with particular emphasis on segregation, containment, and disposal at accredited facilities to ensure environmental compliance and minimise health risks.

Special attention must be given to biological waste and hygiene control throughout the project, especially in high-risk areas. This includes establishing and maintaining proper drainage systems, as well as regular cleaning and safe removal of biological and chemical waste materials. All procedures must comply with relevant health and environmental standards to prevent contamination or exposure risks.

Personnel handling such waste must use the appropriate personal protective equipment (PPE), including disposable gloves, masks, and other protective gear, to safeguard against potential hazards. Regular training and supervision should be provided to ensure strict adherence to these procedures.

20. Electrical

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 and must have a valid Certificate of Compliance (COC) issued by a qualified electrician. All electrical leads must be properly and firmly connected and plugs and sockets shall be maintained in good and safe condition, each accompanied by the appropriate COCs to verify compliance and safety.

All electrical apparatus, excluding electrical hand tools, shall be equipped with a physical “lock out” system that prevents operation by anyone other than an authorized supervisor. A “lock out” sign must be prominently displayed when the apparatus is not in use.

Furthermore, method statements and safe work procedures are required for all tasks involving electrical tool to ensure safe operation and compliance with safety standards. The validity and availability of Certificates of Compliance for all electrical equipment must be confirmed and kept on site for inspection at all times.

21. Hand Tools

No handmaid or damaged tools may be used on site.
The Principal Contractor needs to exercise control over all contractors on site. Hand tools may only be used for its intended purpose.
A competent person must be appointed to inspect hand tools monthly.

Inspections need to be recorded on a register and each tool identified with a unique number. Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

1. First Aid dressing registers
2. Fire equipment
3. Portable electrical equipment
4. Stacking and storage inspections
5. Regulations for Hazardous Chemical Agents (RHCA)
6. Ladders
7. Fall arrest systems
8. Scaffolding
9. Anchorage devices
10. Construction vehicles and mobile plant.
11. Health and Safety Representatives checklists

22. Ladders and Ladder Work

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register.
Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base.
All ladders that do not comply with Health and Safety standards are to be removed from the site immediately.

23. Electrical and Mechanical Work

Electrical work and mechanical work are exclusively to be executed by individuals recognised as competent in their respective fields. Strict adherence to safe work procedures is mandatory, with continuous monitoring by competent personnel. Any electrical installations and mechanical works necessitating a Certificate of Compliance (COC) must only be overseen by an appointed person duly approved by the Electrical and Mechanical Engineer. Non-compliance with these directives may result in legal consequences. The electrical contractor must be registered with the Department of Employment and Labour (DOEL), and the competent person on-site must match the registered name. Their competency to manage required voltages needs verification, along with proof of competence.

Competent person must issue Certificates of Compliance (COC), cover temporary electrical installations and mechanical installations and provide a temporary disconnection certificate with a lockout procedure for demolition and refurbishment work.
All electrical and mechanical installations must adhere to the Health and Safety Act, Construction Regulation 2014, Electrical Installation Regulations (EIR), and relevant standards. Specialised contractors must handle such work, and compliance with Regulation 7 of Construction Regulations 2014 is mandatory when appointing them.

24. 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 OHS Specification or PCs H&S Plan; the PC shall have no claim for extension of time or any other compensation.

25. Health And Safety File

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan, and the relevant construction risk assessments as referred to above. Other relevant information includes but not limited to:

a) Client Site Specific Health and Safety Specification and HIRA
b) PC appointment letter

c) Signed 37.2 Mandatory Agreement
d) PC approved OHS Plan and approval letter.
e) Notification of Construction Work
f) OHS Administrative statuary documents:

- Valid Letter of Good Standing with the Workmen's Compensation Commissioner

g) OHS Policies and procedures signed by the CEO, dated with a review provision.
h) Other Policies (POPIA, Alcohol Abuse, Drug Abuse, HIV/Aids, Smoking, Environmental, Waste Management, PPE, Competency)
i) Organogram with appointments, competencies, and statutory registrations
j) HIRA for proposed site activities and works.
k) Safe work procedures / Methodologies/ Plans: inclusive of but not limited to:
    - Working at heights/ Harnesses and or scaffolding and use of ladders
    - Dust control
    - Waste management plans
    - Facility management and planning for safe access to the works areas.
    - Electrical connection of pressure washers
l) Induction program
m) Training and toolbox talks. Upliftment of competency requirements as required for this works.
n) Inspection registers with appropriate policies and procedures
o) Emergency management, relevant contact numbers.
p) Hazardous Chemical management
q) Construction environmental management system
r) Laws and Regulations
s) Communications
t) OHS Committee

u) Employee medical monitoring:
    - OHS Medicals fit for work.
    - Employee ID; s
    - Assessment for work at heights
    - Ergonomic surveys
    - Proof of UIF payments

v) Incident Management:
    - Procedures
    - General monthly incident management register
    - Annexure 1
    - COIDA forms

u) Audits

    - Internal
    - CHSO Audits and Inspections

26. Project Close Out Requirements

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. On completion of the project, a consolidated health and safety file consisting of the following documents but not limited to, shall be submitted to the DPWI CHSO:

- The H&S Plan and the approval by Client.
- PC Appointment Letter.
- Mandatory Agreements with Clients.
- Notification of Construction Work
- Record of Competencies (CVs) and appointments (close out of appointments.

- Training Records.
- Method statements.
- Risk assessments.
- Safe work procedures and specialized plans.
- Emergency and Injury Management (Accident Stats and Investigations);
- Medical surveillance records.
- Registers and Checklist.
- Internal H&S Audit Reports.
- Contractor H&S Audit Reports.
- Non-Conformance Reports.
- COC's
- Any other documents which may be required by the DPWI OHS office.

The file must be submitted for close out and sign off by the CHSM and then submitted with a performance close out report to the Client for storage.

27. Penalties

The Client, CHSO, PA observing an unsafe act or practice reserves the right to stop work, and issue non-conformances when SHE violations are observed, for both PCs and/or their Contractors. Expenses incurred as a result of such work stoppage will be for the PCs account.

Penalties shall be enforced on the principal contractor for SHE related non-conformances identified for both the Principal Contractor and/or his/her sub-contractor(s) and/or supplier(s) pertaining to this contract on SHE requirements.

Penalties applied will be according to the following tables and where issued, the amount indicated on the non-conformance will be deducted from the certificate of the PC. 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 to apply penalties.

In cases where a penalty has been issued and the contractor provides reasonable evidence to support the non-issue of the penalty; the client or PA may withdraw the penalty.

SHEQ-Contractor Management	**Value 0f Contract (Excl. VAT.) in millions R**				
DELAYS ON ITEMS ATTRACTING PENALTIES	**<1**	**≥1<5**	**≥5<20**	**≥20<50**	**≥50**
a) If SHE non-conformances, corrective actions, and preventative actions are not resolved within the agreed target dates, and the delay exceeds 5 days, a daily penalty in Rands will be applied for each day the contractor remains non-compliant.	1,000	5,000	10,000	10,000	10,000
b) Non-reporting of incidents and statistics within the shift (Rands)	1,000	5,000	10,000	10,000	10,000
c) Repeat SHE non-conformances (Rands)	2,000	10,000	20,000	20,000	20,000
d) Work on site without Core Employees (OHS Officer and Construction Manager permit on site)	2,000	10,000	20,000	20,000	20,000
e) Overtime Work without the required approvals (Rands)	2,000	10,000	20,000	20,000	20,000

Over and above the details relating to the penalties noted in the SHE Management System, and Tender document, spot fines will be issued as follows, according to 'minor', 'medium' or 'severe' non-conformances.

The term "count" refers to the number of non-conformances or issues, so if there are multiple unresolved issues, the penalty would be calculated by multiplying R5 by the total number of issues that are still non-compliant past the agreed target date.
For example, if there are 3 non-conformances unresolved, the total penalty would be 3 x R5 = R15.

MINOR:			**MEDIUM**			**SEVERE**		
Value of Contract (Excl VAT.) in millions R			Value of Contract (Excl VAT.) in millions R			Value of Contract (Excl VAT.) in millions R		
<1	≥1<5	≥5<20	<1	≥1<5	≥5<20	<1	≥1<5	≥5<20
Penalty: R5/count			Penalty: R/count and a non-conformance			Penalty: R/count, a non-conformance and/or activity stoppage		
R 10	**R 25**	**R 50**	**R 25**	**R 250**	**R 500**	**R 250**	**R 2500**	**R 5000**
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			*Work on site without Core Employees (OHS Officer and Construction Manager permit on site)*		

Absence of the reference to a possible penalty for non-conformance does not mean one cannot be issued. All aspects will link to legal non-compliance or risks identified in the SHE Specification or work being done at the time. The 2 forms of penalties will be used together, with immediate penalties issued as they apply.

In addition, a time-related penalty of R500,00 per day 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.

Province of the EASTERN CAPE HEALTH

ANNEXURE A

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:** _____

Annexure B: OHS BUDGET

OCCUPATIONAL HEALTH & SAFETY ESTIMATE					
CONSTRUCTION WORK PROJECT					
ITEM NO	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
1	**Occupational Health & Safety, incl. HBA**				
1.1	Preparation of the Contractor's site-specific Health and Safety Plan & Risk Assessment Health and Safety File in Hard Copy. (Include sub-contractors OHS File compliance)	Sum			
2	**Provision of Personal Protective Equipment (PPE)** **Note:** Tenderer to provide quantity for full component of staff for contract period				
2.1	Overalls with reflective strips including the contractor's logo and proof of induction	Item			
2.2	Hard Hats (High Density polyethylene, & 6-point lining)	Item			
2.3	Safety boots/shoes (Steel-Toe)	Item			
2.4	Earplugs/muffs	Item			
2.5	Dust Mask (at least FFP2 type)	Item			
2.6	Safety gloves	Item			
2.7	Ear Defenders SABS approved	Item			
2.8	Reflective vest for Visitor and Supervisors	Item			
3	**Competent Personnel**				
3.1	Competent scaffolding supervisor, erectors. Etc				
3.2	Competent Fall Protection Plan Developer				
3.3	Work at heights training for all employees working at heights				
4	Cost of **medical certificates** and medical surveillance per employee **Note:** Tenderer to provide quantity for full component of staff for contract period				
4.1	Initial (baseline) medical examinations	Item			

4.2	Provision of First Aid Boxes to GSR requirements	Item			
4.3	Working At heights medicals				
4.4	Working at heights fall arrest equipment				
4.5	Fire and emergency prevention signag	Sum			
5	**Adhoc: Any OHS & HBA related requirements not listed above**				
5.1	Printer, Paper and Ink, consumables, soap	Sum	1		
5.2	Waste bins	Item			
5.3	Close out H& S files scanned electronically with original files to CHSO.	Sum	1		
SUBTOTAL TAKEN FORWARD TO THE PRELIMINARIES					

This list is not exhaustive, and contractors may expand all levels to include all relevancy H & S expenditure

The Clients Principal Agent Approval:

Name: _____

Signature: _____

Date: _____

FOR PRINCIPAL CONTRACTOR

Principal Contractor Representatives Acceptance: Name: _____

Signature: _____

Date: _____

Annexure C: PoPIA Declaration form

DECLARATION FORM: PERMISSION TO CAPTURE PHOTOGRAPHS DURING AUDITS

I, [Name of the Individual], hereby grant permission to [Your Company Name], hereinafter referred to as "the Company," to capture photographs during audits conducted on [Date(s)] at [Client's Name/Location]. I understand that these photographs will be utilized exclusively for reporting purposes to the client.

I acknowledge and agree to the following terms and conditions:

1. **Purpose of Photography:** The photographs captured by the Company during the audits will be used solely for the purpose of documenting and reporting on the audit findings to the client.
2. **Exclusivity:** I understand that the photographs taken will be used exclusively for reporting purposes to the client and will not be shared, sold, or utilized for any other purpose without my explicit consent.

3. **Confidentiality:** The Company agrees to treat all photographs as confidential information and will take appropriate measures to ensure that they are not disclosed to any third party without the consent of the undersigned.
4. **Duration of Permission:** This permission is granted for the duration of the audit conducted on [Date(s)] and includes any subsequent reviews or follow-up audits directly related to the initial audit.
5. **Withdrawal of Consent:** I reserve the right to withdraw this permission at any time by providing written notice to the Company. In the event of withdrawal, the Company will cease to use the photographs for reporting purposes.
6. **Indemnity:** I agree to indemnify and hold the Company harmless from any claims, actions, damages, or liabilities arising out of the use of the photographs in accordance with this declaration.

I have read and understood the terms and conditions outlined in this declaration. By signing below, I affirm my consent to the capture of photographs by [Your Company Name] during the specified audits for reporting purposes to the client.

Individual's Full Name: _____

Signature: _____

Date: _____

[Witness Section, if applicable]

Witness's Full Name: _____**Signature:**_____

Date: _____

Annexure D: Baseline Risk Assessment

C3.15 BASELINE RISK ASSESSMENT

(Refer to Annexure B of OHS Specification)

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT

CLIENT / EMPLOYER	**EASTERN CAPE DEPARTMENT OF HEALTH**
PROJECT / CONSTRUCTION SITE & EXACT LOCATION OF THE WORKS	**INFRASTRUCTURE IMPROVEMENTS TO HEALTHCARE FACILITIES OR TAMBO DISTRICT: REPAIRS, HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS FOR A THREE MONTHS CONSTRUCTION PERIOD.**

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	**Work activity**	**Hazard**	**Consequential Risk / Possible Accident / Ill health to persons, fire or property loss**	**Severity**	**Likelihood**	**RPN***	**Risk Control Measures**	**Severity**	**Likelihood**	**RPN***	**Responsible Party/ Person**	**Remarks/ flags**
SITE SPECIFIC RISK ASSESSMENT												
1	**Notification to DOL**: Permit or Notification	Principal Contractor not submitting the required documentation 7 days before planned work commencement. Plan not to specification and baseline HIRA: Client information delays Repeated assessments delaying approvals	Project delays, lost costs.	4	4	**16**	Principal Contractor to begin with document preparation immediately after formal appointment and ensure completed notice to DOL in the SHE File. PC to use the Client specification for plan format and content. Focus on project scope and risks.	2	2	**4**	N/A	Manage: CHSO applies
2	Site clearance/operations planning for any related infrastructure work and installations on Site.	Application and approval for site clearance/operations not done in advance according to approved Project requirements.	Delays in obtaining site clearance, receiving wayleave on time, and improper fencing installation according to the drawings could impact security. Additionally, the lack of proper site clearance may lead to snake and insect bites, and the plant is operating without certified trained personnel.	5	4	**20**	All sensitive and high-risk activities to be identified prior and method statements approved as per requirement of the site clearance/operations should be planned and agree with contractor/s at an early stage as possible during the project.	2	2	**4**	8.1 &8.5	To be monitored
3	Site establishment and operations, lifting operations, loading and off- loading of trucks and trailers, manual handling, staking and storage, motorized and mobile equipment,	Equipment failure, slip and fall, lack of fall protection equipment, lack of motivation, lack of training, bad attitude towards safety, lack of and/or inadequate supervision, bad planning, working on different levels, not wearing or complying to PPE standards, lack of hazard identification and risk assessments, lack of communication, poor maintenance and/or no maintenance on equipment, failure to report defects, failure to action defects causes fatalities, disabling injuries, equipment damage, first aid injuries, medical treatment injuries, etc.	Injuries to workers, delivery personnel, and operators.	5	4	**20**	SHEQ Management System and Program, external and internal risks assessments, inspections and audits, suitable and qualified supervisors/workers, fall protection plan and emergency actions, medical surveillance and periodic monitoring, maintenance schedules, inspection/recording and corrective action plan and follow up, training requirement assessments, weather condition monitoring, etc.	2	2	**4**	8.1 &8.6	To be monitored

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
		Unsafe storage of flammables. Mixing polymers, combustibles and flammables'	Risk of fire, explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Loss of material and loss of laboratory functionality. Serious damages to property. Loss of finance, reputation and project.	5	4	20	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight. Access control to stores. Signage and warnings. HCS Supervisor / Controller to be designated in writing. Establish communication with the clinic regarding the location of the storage area. All hazardous waste must be discarded of separately and cleaning of paint rags and brushed must be done with filter waste wash system.	2	2	4	8.1 &8.7	To be monitored
4	Entrance to Site	Site Establishment on site at open area of clinic. Obstruction for Emergency Services, Delivery vehicles etc.	Obstruction of Emergency Services. Obstruction of vehicles entering clinic	4	3	12	Site camp to be clearly demarcated considering project requirements. Laydown areas to be sufficient in size and controlled. Laisse with Client and plan.	2	3	6	8.1	To be monitored
5	Night work	Reduced visibility, fatigue and decreased alertness, increased risk of crime or security breaches, Noise and Environmental restrictions, inadequate supervision	Increased Risk of Accidents and Injurie, Health Problems, Delayed Emergency Response and Medical Treatment.	5	4	20	Contractors are required to provide sufficient lighting, manage worker fatigue by scheduling appropriate rest breaks, and carry out comprehensive risk assessments. They must ensure qualified supervision, maintain effective communication, and supply suitable personal protective equipment such as reflective clothing. Emergency preparedness measures, including first aid provisions and clear response procedures, must be established. Additionally, all night work plans must be communicated to and approved by the client before the contractor may proceed with any nighttime operations.	2	3	6	PSPs and the Contractor	To be monitored
6	Gaining access to site. OHSA 8.9.12.15.	Restricted access to site where employees will be placed in an area where they have to crossr o a d traffic zone. (Parking and/or delivery areas) Work in an active hospital with emergency vehicle needs, Confined work areas: restricted storage of materials,	Injuries and illness, financial loss, loss of reputation, time, project	4	3	12	Proper layout of site by Construction Manager, taking into consideration all transport plant and material movements and storage on site. Construction Manager to check layout Drawing to compare with the requirements of the OHS Act and other relevant regulations. Strict control on decanting and phasing needs of the project.	2	3	6	8.1 &8.5	Manage: Special focus on emergency needs
7	Induction/Training	Failure to induct workers and lack of training; Lack of correct and updated information/ awareness. Lack of Induction warnings of hazards in access to site. outbreaks not reported to PC	Workers not adhering to prescribed controls due to lack of awareness resulting in increased exposure.	5	4	20	Contractor to develop a comprehensive induction programme.	2	2	4	8.1 &8.6	To be monitored and implemented on an ongoing basis
8	Site security and safeguarding	Lack or absence of access control. Inadequate security controls. Loss of client documents and processes Fire Public Liabilities.	Theft and delays. Loss of contract, finance. Life.	5	5	25	Security guards to be appointed to keep watch. No smoking in works areas, Police clearances, supervision, work scheduling. Symbolic safety signage.	3	3	9	Principal Contractor	To be monitored and implemented on an ongoing basis

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	**Work activity**	**Hazard**	**Consequential Risk / Possible Accident / Ill health to persons, fire or property loss**	**Severity**	**Likelihood**	**RPN***	**Risk Control Measures**	**Severity**	**Likelihood**	**RPN***	**Responsible Party/ Person**	**Remarks/ flags**
9	Selection of workers / staff for site.	Employees medically unfit and incorrectly	Accidents resulting in injuries and/or damage to property. Loss of finance, time, reputation, project.	3	5	**15**	Require all employees to undergo medical examinations before starting work on the site. These examinations will be conducted by an Occupational Practitioner based on the specific tasks assigned.	2	2	**4**	Principal contractor and the PSC	To be monitored and implemented on an ongoing basis
		Incompetent staff appointed on project.	Accidents due to incompetency resulting in serious injuries and/or damage to property. Decreased Productivity: Possible fatality. Loss of finance, time, reputation, project.	5	4	**20**	Develop a recruitment and selection process in place, including proper screening, verification of qualifications, and assessments to ensure that selected workers possess the required skills and competencies for the job					
		Person has no knowledge of health and safety.	Accidents resulting in injuries and/or damage to property, Legal liabilities under DOEL. Loss of finance, reputation, time, project.	5	3	**15**	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific.					
10	Training of Employees	Incompetent person not equipped to do the work assigned for.	Delays in construction work. Damage of property. Injury of people.	5	5	**25**	Train all person as per duties and responsibilities.	2	3	**6**	Principal contractor	To be monitored and implemented on an ongoing basis
11	Communication and Documentation	Lack of Communication	Ineffective communication could lead to injuries, Loss, damage, Poor control, Lack of understanding	3	3	**9**	Ensure Communication Procedures are clear and communicated to all employees. Ensure all employee sign POPI Act and get training on this to ensure communication and submission of documents is controlled. Ensure Clear communication with clinic around all procedures that effect Property, Emergency Vehicles, Delivery Vehicle etc.	2	2	**4**	Principal contractor	
12	Induction/Training	Failure to induct workers and lack of training; Lack of correct and updated information/ awareness. Lack of Induction warnings of hazards in access to site. outbreaks not reported to PC	Workers not adhering to prescribed controls due to lack of awareness resulting in increased exposure.	5	4	**20**	Contractor to develop a comprehensive induction program.	2	3	**6**	Principal contractor	
13	Storage of flammables GSR 4 &Cr25. PV	Unsafe storage of flammables. Mixing polymers, combustibles and flammables' ,Public liability. Lack of securing empty and full PV . (Medical gasses, LPG and Fire defensive cylinders)	Risk of fire, explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Loss of material and loss of hospital functionality. Serious damages to property. Loss of finance, reputation and project.	5	4	**20**	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight. Access control to stores. Signage and warnings HCS Supervisor / Controller to be designated in writing. Induction of workers and visitors. No smoking. Safe storage of all PV. Safe transit of goods.	5	1	**5**	Principal Contractor	Proceed with care.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
14	Electrical Installations Temporary electrical installations CR 24 and ER, EMR	Incompetent and/or unregistered electricians. Incorrect/unsafe installations. Damaged cables. Exposed wires. Failure to ensure lock out and dead conditions on major electrical servers: Generator, UPS and E. Supply, Lack of lock out. Underground and overhead services. Lack of COC's. Lack of Hospital functionality. Not following latest drawings	Electrocution, fires. Serious damages to property. Serious injuries, possible fatalities. Loss of finance, reputation, project.	4	3	**12**	Installation to be done by a competent registered electrician or registered electrical contractor. Electrical Installations Inspector to be designated in writing and registered with DOL.. Lock out procedures as required. COCs and lock out where required. Phasing program to be followed strictly. follow latest drawings.	4	1	**4**	Principal Contractor	Proceed with care. Additional control is advised. Temporary Electrical Installations Inspector to monitor and control.
15	Availability of basic facilities and emergency services / equipment. CR. 29, 30.	Not having the essential services readily available. Not having a plan. Not co-ordinating plan with hospital, not communicating plan, not doing exercises. Not taking care when unknown services may be present.	Worsening of first aid injuries. Detrimental health to employees. Spread of fires, disease and increased incident risk. Loss of finance, reputation, project	4	3	**12**	Plan, Provide and implement. Practice. Ensure that exercises are done to check that a plan is relevant and review emergency risk daily in DSTI's. ensure emergency plan is coordinated with Hospital emergency escape plans and that it is included in the induction. Ensure alarm is audible.	3	2	**6**	Principal Contractor	Proceed with care.
16	Public safety OHSA 8.	Transmission of HBA Lack of safety hoarding and works controls. Lack of managing deliveries. Lack of access control. Lack of sticking to decanting and phasing plans. Lack of responsible.	Injuries to persons and / or the public. Public liability / court claims. Transmission of Virus, death. Loss of time, reputation and monies.	4	4	**16**	Induction of workers and visitors. Symbolic safety signs and notices. Work scheduling and traffic routes planned and controlled.HBA controls. Identity of company employees work for on overalls. Worker controls.	3	3	**9**	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
17	Designation of laydown areas	Site is spread out, with inadequate space various materials will be stacked on top of each other causing unstable stacks. Lack of cleaning of material and equipment, poor maintenance and control of areas; Lack of planning for delivery truck space and access. condition of internal roads. Impact on hospital functionality	Unstable stacks of materials may fall onto persons resulting in serious injuries / even fatality. Lack of finance, resources, reputation and project.	5	3	**15**	Site camp to be clearly demarcated considering project requirements. Laydown areas to be sufficient in size and controlled.	5	2	**10**	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times. Be-aware of dynamic risk impacts and unforeseeable conditions.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
18	Condition of ablution facilities.	Illegal facilities: pit latrines. Unclean and unhygienic ablution facilities. Non-ventilated ablution facilities. Mosquitos and odour customer complaints.	Possible health problems due to propagation of germs. Hep A & C_ illness. Loss of time, money, reputation, project.	3	4	12	Toilets are to be well ventilated and kept clean and hygienic at all times. Water for washing of hands to be readily available. PC to discuss porta loo from registered supplier or building ablutions and connecting into structural sewer as arranged with PA, secure privacy of facilities.	1	2	2	Principal Contractor	
19	Poor waste management	Poor waste management on site. Poor housekeeping, Demolition waste build up	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	3	4	12	Good housekeeping and waste disposal always in work areas and laydown areas. PC will have to ensure that all waste material, paint containers, used materials is disposed off properly and safely according to the waste management regulations.	2	1	2	Principal Contractor	Require a waste disposal Method statement.
20	Selection of workers / staff for site. Statutory compliance relating to PC business and employment practices.	Employees medically unfit and incorrectly placed for job categories. Vulnerable employees. Fear of reporting illness and incidents. Lack of Community input, unrest	Accidents resulting in injuries and/or damage to property. Loss of finance, time, reputation, project.	3	5	15	All employees to have medicals done before commencing work on site, or soonest after appointment. Annexure 3 to be FIT FOR WORK, as per task. PC to prepare form for service providers. To be addressed in OHS plan. Employment of local labour to be done in accordance to issued specification relating to the matter. Ensure communication without victimization.	3	3	9	Principal Contractor	Clarity on medical monitoring be given in the SHE Plan.
		Incompetent staff appointed on project. Not registered with relevant Council.	Accidents due to incompetency resulting in serious injuries and/or damage to property. Possible fatality. Loss of finance, time, reputation, project.	5	4	20	Skilled staff to have proof of competencies available. Appointed contractor to ensure all qualifications of staff are verified before appointment for project. Appointed personal to be on site for project duration.	5	3	15	Principal Contractor	No OHS Plan approval without proof of appointed persons competency, registration and scope organogram appointments.
		Lack of adequate staffing for work Lack of Statutory compliance; COIDA, UIF and employee contracts. Lack of agreements on POPIA. SARS not paid .	Accidents resulting in injuries and/or damage to property, Legal liabilities under DOL.Loss of finance, reputation, time, project.	5	3	15	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific. Every one coming into the site for the first time must be inducted (Visitors). Staff to have COIDA, Contracts and UIF. Ensure training needs analysis is done and improve relevant competencies. POPIA.	3	1	3	Principal Contractor	POPIA to be addressed in SHE Plan..
21	Contract Control: Phasing of works and control on site creep.	Not doing a works program, not including phasing and decanting into project program, delays in ordering materials, failure to resource works adequately, failure to do cost control: Project program aligned with time and expenditure, Unknown hazards not identified for early planning	loss of project, time, costs and reputation.	5	5	25	Adhere to contract. Plan and program. Update noting time and expenditure within program requirements. Do not allow site creep. Plan for phasing and decanting. Plan to get information immediately.	3	3	9	Principal contractor	Stick to contract.

*RPN - Risk Prioritization Number

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
WORK SPECIFIC RISK ASSESSMENT												
1	Use of hand tools	Sub-standard and unsafe hand tools; Incorrect use. Lack of hygiene	Injury to parts of the body. Spread of disease	2	5	10	PPE, checks/inspection registers, control, training.	2	2	4	Principal Contractor	Monitor.
2	Use of portable power tools	Sub-standard electrical power tools and incorrect use thereof. Lack of hygiene. Tripping client operations. Noise and vibration	Spread of disease. Injury and loss	3	5	15	Control, checks, issue and inspection registers to be completed, Training, emergency action / plan. COC's for compliance. Purchase low noise equipment, and provide additional hoarding, sound suppression systems. Plan works not to impact on patients rest times.	3	3	9	Principal Contractor	Monitor.
3	Loading and Off-loading	Unsafe offloading of material and unsafe material stacks; Heavy objects and manual handling; Shortage of persons for task; Vehicle accidents, blocking emergency routs	Injury and loss of finance, reputation and contract.	3	4	12	Adequate number of workers for the task at hand; Proper training and induction on manual handling techniques; PPE and adequate supervision; Use designated area for offloading, stacking and storage of material. Keep escape routes clear.	3	3	9	Principal Contractor	Site layout plans should be used . Check delivery impacts.
4	Stacking and storage	Improper stacking and storage. Improper handling of fragile materials	Serious injuries and/or fatalities. Loss of material and equipment, loss of finance , time, reputation.	3	4	12	Good housekeeping; Competent Stacking & Storage Supervisor; Demarcated material laydown areas; Stacking and storage inspections;	3	3	9	Principal Contractor	Monitor.
5	Noise	Excessive noise generated by construction workers, plant, and machinery	Hearing Damage, Patient Disturbance, Communication Challenges. Negative Impact on clinic	5	5	20	Schedule noisy construction activities during periods of lower clinic activity or when patient disruption is minimized. Establish specific timeframes for particularly noisy tasks to reduce overall exposure. Establish clear communication protocols among construction workers and clinic staff to ensure coordination while minimizing unnecessary noise. Correct PPE	5	3	15	Principal Contractor	Monitor.
6	Dust Control	Stock piling of material airborne dust particles	Environmental risk, to employees, patients, staff, and visitors. Respiratory problems	5	5	20	Implement dust control measures, such as water spraying, dust suppressants, or chemical stabilizers, to minimize the generation and dispersion of dust. Covering materials or using enclosed storage can help control dust from construction materials. Provide correct PPE Plan the construction site layout to strategically position stockpiles and construction activities away from sensitive clinic areas.	3	3	9	Principal Contractor	Monitor.
7	Working in Elevated Areas / Heights CR. 10 and 16 GSR6. SANS 10085. All work is single story level. Ladder work and safe works platforms will be constructed	Unsafe / incorrect use of ladders / scaffolding; Poor erection of scaffolding; Non-Use of Recommended FAS; Lack of Edge Protection;	Falling from height resulting in serious injuries or fatality; Scaffolding collapse leading to multiple serious injuries or fatalities, damage to property and production loss.	5	4	20	Comprehensive fall protection plan developed by a competent fall protection plan developer must speak to scope of works; Appoint Competent scaffold erectors and inspectors; Proper erection and inspection of all scaffolding; Work at heights training and competency; Adequate supervision; No work over others. ensure level ground and use of scaffold boards	5	3	15	Principal Contractor	High priority remedial action.
		Falling objects. Ill employee. Weather: lightning, high winds and rain. Poor housekeeping. Poor control of loads. Wroten wood trusses and roof sheeting.	Objects falling on workers below, resulting in serious head injuries and Equipment/tools damage. Falls and slips, fall through.	5	4	20	Installation of nets and toe boards; Worker training and induction; Regular tool box talks; Identification of "no go areas" and putting up warning signage; Provision of hard hats and other PPE; DSTI's and control off loads	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
10	Operating of Heavy Construction Vehicles and Mobile Plant on site.	Failure to inspect vehicles and mobile plant; Faulty vehicles and plant; Lack of access and route planning	Equipment failure resulting in serious injuries or fatalities, asset damage and production Loss	5	4	20	Daily pre-use inspections by drivers and operators; Maintenance plans / schedules and implementation; Induction of workers and visitors; Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)	4	2	8	Principal Contractor	Monitor.
		Incompetent and unfit operators; Not planned deliveries, no traffic controls	Vehicle and plant collisions resulting in serious damage to property and loss of production; Workers / visitors being bumped or run over by vehicles and plant resulting in serious injuries or even fatality;	5	3	15	Operator to be inducted & appointed in writing; Proof of medical fitness to be available; Proof of competency and licensing to be made available prior; High visibility clothing and alertness to the immediate surroundings;	2	3	6	Principal Contractor	Monitor.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
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11	Temporary Works CR. 12	Poor or no temporary works designs; Incompetent Erectors and / or Inspector; Poorly erected temporary works; incorrect supports. Removal of supports to quickly	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Competent appointed person/s to design, supervise, inspect and approve temporary works must be appointed; Temporary works designs to be made available; Training of temporary works erectors; Regular safety talks and adequate supervision; Inspection of temporary works as prescribed;	3	3	9	Principal Contractor	Monitor.
13	Minor batching	No board, wrong mixers, organic contamination, water waste, sludge run off, no use of PPE	dermatitis, minor injuries, eye loss, loss of finance, time, material, reputation and project.	4	4	20	Plam batching area, use engineers specifications and mix design, build water run off buffer, mix on mixing platform to avoid organic matter contamination. Do quality control, Provide training and PPE. Ergonomic hazards to be addressed.	3	3	9	Principal Contractor	Monitor.
14	Obstruction of Facilities activities due to construction work	Obstruction of fire exits, emergency routes, or ambulance access, Materials, tools, or barricades in walkways or access routes, Public Interaction with Construction Activities, Stress and Disruption to Occupants	jury or death due to blocked fire exits or restricted access for paramedics or fire services., Frustration among staff, patients, or clients due to limited access to key areas., Non-compliance with health and safety regulations leading to fines, shutdowns, or reputational damage.	4	4	20	Clear Signage: Post directional and warning signs for alternative routes and exits. Access Planning: Maintain clear access to toilets, fire exits, emergency routes, and critical services. Barricading & Barriers: Securely barricade work zones to prevent unauthorized access. Communication: Inform building occupants of disruptions and provide updates. Scheduling: Conduct high-impact work after hours or during low-traffic periods. Dust & Noise Control: Use barriers, screens, and limit noisy work during operating hours. Emergency Readiness: Ensure all emergency equipment and exits remain accessible at all times. Housekeeping: Keep temporary walkways clear and free of trip hazards. Monitor & Supervise: Assign a competent person to manage safety around affected areas.	3	3	9	Principal Contractor	Monitor.
15	Decanting	Exposure to Construction hazards, Patient and staff disruption, Poor Communication, Fie and Electrical Hazards. Traffic Management, secured parking spaces.	**Injury to patients, staff, or visitors** due to unplanned movement through construction zones. **Respiratory issues** from inhaling dust or fumes, especially among vulnerable groups (e.g., the elderly, patients with asthma).	**4**	**4**	20	Develop and submit a decanting programme with clear timelines and affected areas. Conduct pre-decanting meetings with health facility management, staff, and relevant stakeholders. Issue notices to inform staff, patients, and visitors in advance of any relocation or disruption. Appoint a dedicated decanting coordinator to oversee the process.	**3**	**3**	**9**	Principal Contractor	Monitor.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
16	Replacement of damaged goods (e.g., Roof sheeting, doors, windows, facia boards, etc.)	Working at heights, falling, objects, manual handling, use of power tools, weather conditions	Fall from roof, ladders, or scaffolding leading to serious injuries or fatalities, Musculoskeletal injuries (e.g. back strain, shoulder injuries), Slippery surfaces in rain	5	5	25	proper site management and supervision are critical. Each site must have a competent supervisor who is physically present at all times during operations	3	3	9	Principal Contractor	Monitor and ensure planning
17	Fire Equipment	Incorrect or no fire equipment , Faulty Fire Equipment	Risks to life, property, and the overall safety of the environment	5	5	25	Ensure correct Fire Equipment is Identified for emergency Procedures. Appoint and train designated personnel who are competent to handle emergency situations. Check Equipment Regularly	3	3	9	Principal Contractor	Monitor and ensure planning

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags

18	Ergonomics	Strain Injuries: Prolonged overhead work during ceiling installation can lead to muscle strain and fatigue in the shoulders, arms, and back. Repeated motions such as lifting, reaching, and bending while installing ceilings, floor tiles, and cupboards can cause repetitive motion injuries like tendonitis and carpal tunnel	Muscle Strain, Nerve damage, Back Strain. Repetitive motion injuries like tendonitis and carpal tunnel syndrome. Bending and stretching during work could cause muscle strain and fatigue in the shoulders, arms, and back	2	1	2	Appoint a competent person in writing to do an ergonomic risk assessment and procedures. Rotate employees doing repetitive work as well as those working with vibrating equipment. Encourage exercise culture. Providing ergonomic training to workers on proper lifting techniques, posture, and use of ergonomic tools. Using mechanical aids such as hoists or dollies to assist with lifting heavy materials. Rotating tasks to vary physical demands and reduce prolonged exposure to repetitive motions.	2	3	6	8.1 and 8.5	Monitor and ensure planning

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
19		Public traffic movement next to area where work will be conducted	Moving traffic next to working next to working area, employees being struck be vehicles	3	4	12	Warning signs must be placed in road way to warn motorist of work being done. Barricading must be erected to ensure safe work distance between public roads and employees. Employees to be informed regularly about dangers of working next to roads via toolbox talks	2	3	6	Principal Contractor	Monitor and ensure planning
		Pedestrian Movement.	Members of the public walking through work area, tripping hazards	3	4	12	All work areas must be clearly barricaded and warning signs displayed regarding work conducted. Members of the public must be prevented from accessing work areas. Work must be assessed before conducted to ensure all precautions are taken to prevent injury to members off the public.	2	3	6	Principal Contractor	Monitor and ensure planning

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags
20	Painting	Exposure to volatile organic compounds (VOCs) in paints, solvents, and other chemicals. Potential for inhalation of toxic fumes or skin contact.	Respiratory problems, skin irritation, or more severe health issues. Long-term exposure may lead to chronic conditions or cancer.	4	4	16	Use paints and solvents with low VOC content. Ensure proper ventilation in the area where painting is conducted. Provide and enforce the use of personal protective equipment (PPE), including respirators and gloves. Educate workers about safe handling procedures and emergency response. Provide comprehensive training on the hazards associated with painting and safe practices. Ensure adequate supervision to enforce safety procedures and correct unsafe behaviors.	2	3	6	Principal contractor	Proper management
		Handling heavy cans or containers of paint. Use of brushes, rollers, or sprayers which could cause strain or injury.	Strains, sprains, or other musculoskeletal injuries. Cuts or abrasions from equipment.	4	4	16	Provide training on proper lifting techniques and ergonomics. Use equipment designed to reduce physical strain. Ensure that tools are in good condition and appropriate for the job.	2	3	6	Principal contractor	Proper management
21	Incident Reporting	Potential overlooking or underreporting incidents, accidents, or near misses. Failure to report incidents	Unaddressed Safety Issues due to lack of report. Repetition of incidents. Legal and Compliance Consequences:	3	5	15	Develop incident procedures. Communicate to all employees. Promote Reporting Culture Competent person appointed to ensure streamline incident investigation.	2	2	4	Principal contractor	Proper management
22	Distribution of PPE	Potential errors or oversights in the distribution process. This can include incorrect selection, sizing, or distribution of PPE. Employees not wearing PPE. Employees not maintaining PPE	Inadequate Protection, Non-Compliance with Regulations. Increased Injury or Health Risks	5	5	25	Ensure PPE is Free To all employee and are distributed due to Task and Risk involve. Ensure Quality Control Checks. Training Employees on Maintaining PPE and how to use PPE.	3	3	9	Principal contractor	Proper management

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
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23	Safety Signage	Ineffective communication or misunderstanding due to poorly designed, unclear, or misleading signs.	Injury to persons, Damage to Property, Financial Loss.	5	5	25	Ensure that safety signs convey information in a clear and concise manner. Place safety signs in prominent locations where they can be easily seen by individuals approaching the area. Implement a routine inspection and maintenance schedule to ensure that safety signs remain in good condition. Ensure that safety signs comply with relevant safety regulations and standards.	3	3	9	Principal contractor	Proper management
24	Emergency planning and response, as required by the Construction Regulations (CR),requires emergency planning for high-risk work. Includes ensuring that emergency vehicles are not obstructed and interruption of services	Obstructed Emergency Access, Delayed Emergency Response, Interruption of Critical Services, Uncontrolled High-Risk Activities, Lack of Emergency Resources, poor communication During Emergencies,	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Plan for when things go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Build relationships with Police and relevant service providers. Plan for project continuity. Plan to prevent incidence. Have Incident procedures.	5	3	15	Principle Contractor.	Implement controls
25	Contractor Management	Unapproved contractors on site. No COIDA. Lack of competent oversight by PC.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance; Loss of finance, time, reputation	5	4	20	Appoint a competent PC and sub contractors. Ensure phasing plans are carried out to PM criteria. Do a clear works program and update. Involve 8.5 at Section 8 meetings.	5	3	15	Principal Contractor	Monitor and ensure planning
26	POPIA	Not getting and giving information on personal data management	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	5	25	POPIA Policy Statement, Record keeping and employee signatures obtained prior to medical testing. Make this part of the contract.	3	2	6	Principal Contractor	Implement controls

*RPN - Risk Prioritization Number

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
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S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks/ flags	
HBA level 3 GENERIC RISK ASSESSMENT.													
1	Preparation for works commencement on site	Access control not done, employees not aware and informed	Failure to comply with legal requirements resulting in work stoppage, increased infection rates, and possibly legal action against the PC.	5	3	15	Access signage: Do not enter if symptomatic. Update Covid policy and protocols, Educate and inform.	5	1	5	Principal Contractor	Stay updated.	
2	Site Preparation	Failure to plan and resource; asymptomatic person not wearing a mask when knowingly +. Symptomatic person not isolating and testing.	Public liability, legal risk. Spread of disease	4	3	12	Update plan to current legislative requirements, inform, Signage to warn, Encourage awareness and knowledge, provide PPE, hygiene and sanitation goods.	3	3	9	Principal Contractor	Monitor	
3	Induction/Training	Failure to induct workers and lack of training; Lack of correct and updated information/ awareness. Lack of Induction warnings of hazards in access to site.	Workers not adhering to prescribed controls due to lack of awareness resulting in increased exposure.	5	4	20	Copies of all the updated and relevant regulations and guidelines to be readily available on site and communicated to workers; Information / Awareness posters to be conspicuously displayed at strategic positions on site; Toolbox talks / DSTIs addressing HBAs related risks. Induction must address needs; access and traffic risks.	3	3	9	Principal Contractor	Monitor and implement.	
4	Demographics of labour	Vulnerability due to age, underlying auto-immune or chronic disease/s. Transporting incorrectly	Health complications of vulnerable groups once infected with the virus; Possible death. Loss of reputation, time, finance, project	5	4	20	List of vulnerable employees to be maintained; ; Induction, DSTIs and toolbox talks to be done daily on topics relating to HBAs, personal hygiene and PPE. Strict enforcement for use of PPE; FIT FOR WORK CERTIFICATES Staff in exposed age groups and compromised health conditions to be considered high risk and managed appropriately. Also address HIV, TB, Heb A,B,C	4	3	12	Principal Contractor	Stay informed	
5	Origin of labour	Use of public transport to get to work and to move between towns and cities, districts, municipalities and rural villages; Workers who may have come into close contact with suspected HBAs	Non-use of cloth or respiratory masks / face shields by public transport commuters; Employees / workers could be possibly exposed and get infected resulting in spreading of the virus during movement.	3	4	12	Advise folk traveling on public transport on hygiene, ventilation, travel time and potential risks they should be aware off. Encourage cough protocols.	2	3	6	Principal Contractor	Monitor	
6	Soap and paper towels	Lack of adequate stock of to maintain facility hygiene	Poor implementation of hygiene protocols due to lack of resources resulting in increased risk of exposure and cross-infection;	4	4	16	Principal Contractor to ensure availability of stock at all times on site; It is recommended that adequate quantities of stock that should last for at least one month be procured and weekly as per the demand on site;	4	3	12	Principal Contractor	Facilities Regulations and Environmental Regulations apply.	
7	Access Control	Uncontrolled access points; Untrained access controller / security guard Poor maintenance of site security fence;	Unauthorized access to site resulting in increased risk of contamination of the workplace and cross infection; Access controller / security guard not following correct procedure; Workers, visitors, site administration arriving on site via personal and public transportation. Failure to display no entry protocol.	5	4	20	Policy and method statements. All persons entering site to sanitize hands, prior to entry to site. Periodic alcohol testing to continue however only when warranted through suspicion.	5	3	15	Principal Contractor		
8	Alcohol and substance abuse	Workers, visitors arriving at site under the influence of substances; Use of Breathalyzer for alcohol testing;	Intoxicated workers and/or visitors not complying with procedures laid down to prevent the spread of the virus; Cross infection due to use of shared breathalyzers;	5	4	20	Policy and method statement for substance abuse to be reviewed, management of visitors and workers under the influence of alcohol or other substances. Use of disposable individual testing units and appropriate disposal in hazardous waste bins.	5	3	15	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.	
9	Sheltered eating areas provided for workers (CR30)	Contamination of food if area is not sheltered and clear of any elements	Disgruntled workers, possible despondency, furthermore it could escalate into a stand down and that in turn could affect productivity on site	2	1	2	CR 30 clearly stipulates that eating areas of workers must be sheltered.	2	3	6	8.1 & 8.5	Enforce and monitor accordingly.	

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

Bid Description:	**INFRASTRUCTURE IMPROVEMENTS TO HEALTHCARE FACILITIES OR TAMBO DISTRICT: NMAH HOSPITAL BUILDING FAÇADE MAINTENANCE WORKS**
Project Number:	**SCMU3-2627-0165-OR**

GENERAL

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

Nelson Mandela Academic Hospital
Address : Sisson Street, Fort Gale, Mthatha, Eastern Cape
Coordinate : 31°35′15″S, 28°45′51″E

SITE INFORMATION REPORTS INCLUDED IN THE BID DOCUMENT:

- N/A