



TENDER DOCUMENT

FOR

**BID NO: SCMU3-P21/22-1365-NMA: (SUPPLY, DELIVERY, AND INSTALLATION
OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL
A&E)**

THREE VOLUME APPROACH:

**VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS
VOLUME 3 – DRAFT CONTRACT**

PREPARED FOR:

Eastern Cape Department of Health
Nelson Mandela Academic Hospital, Sisson Street, Fort Gale
P.O. Box X5152
MTHATHA
5099

PREPARED BY:

Eastern Cape Department of Public Works
Corner Owen & Victoria Street, KD Building
Mthatha
5099

NAME OF TENDERER: _____

CRS NUMBER: _____

FEBRUARY 2022

	CONTENTS	
Volume	Number	Heading
Volume 1		Tendering Procedures
	T1.1	Tender Notice And Invitation To Tender
	T1.2	Tender Data
	T1.3	Annex F: CIDB Standard Conditions of Tender
Volume 2		Returnable Documents
	T2.1	List of Returnable Schedules/Documents
	C1.1	Form of Offer and Acceptance
	C1.1a	Final Summary Page
	C1.2	Contract Data
	C2.2	Preliminaries and General & Bill of Quantities
	T2.2a	Resolution for Signatory
	T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Venture (JV) Agreements
	T2.2n	Record of Addenda to Tender Documents
	T2.2p	Schedule of Plant and Equipment
	T2.2r	Compulsory Enterprise Questionnaire
	T2.2u	CIDB Grading Certificate – Proof of Registration
	SBD1	Invitation to Bid: Part A and B
	SBD 4	Declaration of Interest
	SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017
	SBD 8	Declaration of Bidder's Past Supply Chain Management Practices
	SBD 9	Certificate of Independent Bid Determination
	T2.2g	BBBEE Certificate or Sworn Affidavit
	T2.2y	Proof of Registration with Centralized Supplier Database
	Annexure A	Construction Programme
	Annexure B	Company Experience & Contactable References
Volume 3		Draft Contract
		Part C1: Agreement and Contract Data
	C1.3	Fixed Construction Guarantee
		Part C2: Pricing Data
	C2.1	Pricing Instructions
		Part C3: Scope of Work
	C3.1	Scope of Works
		Part C4: Site Information
	C4.1	Site Information

VOLUME 1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1: TENDER NOTICE AND INVITATION TO TENDER

THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES TENDERS FOR:

PROJECT NAME	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E
TENDER No.	SCMU3-P21/22-1365-NMA

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.

The attention of tenderers is drawn to the eligibility criteria in the table below. Tenderers are required to familiarise themselves thoroughly with the conditions of tender as contained in the Tender Data (T1.2) and the Standard Conditions of Tender (T1.3) which form part of the tender document. Only tenderers that are responsive to responsiveness criteria contained in the table below are eligible to have their tenders evaluated:

<input checked="" type="checkbox"/>	Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold of 100% for local production and content will be considered. Tenderers are required to comply with the requirements for Local Content and Production for Designated Sectors as described in clause F.4.9 of the Tender Data. Tenders that fail to comply shall not be evaluated further.
<input checked="" type="checkbox"/>	<p>Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1GB class of construction work, are eligible to have their tenders evaluated.</p> <p><u>Joint ventures are eligible to submit tenders provided that:</u></p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the cidb; 2. the lead partner has a contractor grading designation in the 1GB class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 4. they have a signed joint venture agreement

Preferences are offered to tenderers in accordance with the points systems as below:

<input checked="" type="checkbox"/> 80/20 Preference point scoring system

Preference:		Price:	
B-BBEE Status Level:	20 Points	Price:	80 Points
Total must equal:	20 Points	Total must equal:	80 Points

1. COLLECTION OF TENDER DOCUMENTS:

- ☒ Tender documents (In hard copy) may be collected during working hours at the following address:

**NELSON MANDELA ACADEMIC HOSPITAL,
NO 3 SISSON STREET, FORT GALE,
MTHATHA , LEVEL 2 SCM OFFICES**

- ☒ A compulsory clarification meeting with the representatives of the Employer will take place as follows:

Date: 01 MARCH 2022

Venue: Level 2

Time: 11H00

2. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:

Procurement Contact:	Mrs N Mfenguza	E-mail	nobuntu.mfenguza@echealth.gov.za
Tel. No.	047 502 4518/4488		

Technical Contact:	Ms. Z Bodlani	E-mail	zizo.bodlani@ecdpw.gov.za
Tel. No.	047 505 2711		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

The closing time and date for submission of tenders is 11:00 on the 04 March 2022 where tenders will be opened to the public. The following must be noted by all bidders;

1. Telegraphic, telephonic, telex, facsimile (faxed), email and late tenders will not be accepted.
2. The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data (T1.2)
3. All tenders must be submitted on the official, hardcopy documents issued with the bid including any addenda issued to prospective bidders by the Department.
4. Tender documents must be deposited in the tender box at the address indicated below:

DEPOSITED IN THE TENDER BOX AT:

**NELSON MANDELA ACADEMIC HOSPITAL,
NO 3 SISSON STREET, FORT GALE,
MTHATHA , LEVEL 2 SCM OFFICES**

COMPILED BY:

Designation	Company Name	Date
Principal Agent	Eastern Cape Department of Public Works & Infrastructure	February 2022
Quantity Surveyor	Eastern Cape Department of Public Works & Infrastructure	February 2022

T1.2: TENDER DATA

T1.2: TENDER DATA

PROJECT NAME	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E
BID NUMBER	SCMU3-P21/22-1365-NMA

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:</p>
F.1.1	<p><i>Add the following:</i></p> <p>The employer is the Eastern Cape Department of Health</p>
F.1.2	<p><i>Add the following:</i></p> <p>The following documents form part of this tender:</p> <ul style="list-style-type: none"> The Joint Building Contracts Committee Inc. (JBCC) Contract (March 2005) (Edition 4.1 Code 2101) as published by the JBCC. Tenderers may obtain copies at their own cost from the JBCC for reference purposes, email info@jbcc.co.za, (011) 482 3102 or (086) 100 5222 This tender document issued by the Employer (Tender No SCMU3-P21/22-1365-NMA Project Description SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E) in which is bound, in a three volume approach: <p><u>Volume 1: Tendering Procedures</u></p> <p>T1.1 Tender Notice And Invitation To Tender</p> <p>T1.2 Tender Data</p> <p><u>Volume 2: Returnable Documents</u></p> <p>T2.1 List of Returnable Schedules/Documents</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C2.2: Bills of Quantities</p> <p>T2.2 The Returnable Schedules/Documents</p> <p><u>Volume 3: The Draft Contract</u></p> <p>Part C1: Agreement and Contract data</p> <p>C1.3: Fixed Construction Guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1: Pricing Instructions</p> <p>Part C3: Scope of Works</p> <p>C3.1: Scope of Works</p>

	C3.2: Project Specific Health and Safety Specification C3.3: HIV/AIDS Awareness Specification C3.4: Socio-Economic Deliverables Specification C3.5: Contractor Monthly Labour Report Template C3.6: Drawings and Technical Specifications Part C4: Site Information C4.1: Site Information C4.2: Geotechnical Investigation C4.3: Land Survey Data (Locality Plan, Site Boundaries, Site Layout, Existing Services Layout, Etc)
F.1.4	<p><i>Add the following:</i></p> <p>The employer's agent is Department of Public Works and Infrastructure</p> <p>Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
F1.6.2	<p><i>Add the following:</i></p> <p>A competitive negotiation procedure will not be followed.</p>
F1.6.3	<p><i>Add the following:</i></p> <p>A two-stage system will not be followed.</p>
F.2.13.2	<p><i>Replace sub-clause F.2.13.2 with the following;</i></p> <p>Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable ink</p>
F.2.13.3	<p><i>Add the following:</i></p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.</p>
F.2.13.4	<p><i>Add the following:</i></p> <p>The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Failure to provide the joint venture agreement, bound with the tender submission, on the date and time of the closing of the bid, shall render the tender non-responsive.</p>
F.2.13.5	<p><i>Add the following:</i></p> <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Nelson Mandela Academic Hospital Physical address: No 3 Sisson Street, Fort Gale, Mthatha , Level 2 SCM Offices</p> <p>Identification details: Tender No. SCMU3-P21/22-1365-NMA Title of tender: SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E Name and Address of Tenderer: (to be inserted by tenderer)</p>

	Sealed Tender with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address
F.2.13.6	<i>Add the following:</i> A two-envelope procedure will not be followed.
F.2.13.10	<i>Add the following:</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is correct and free of misrepresentation.
F.2.15.1	<i>Add the following to F.2.15.1:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16.1	<i>Add the following to F.2.16.1:</i> The tender offer validity period is 120 days .
F.2.17	<i>Insert the following at the end of the last sentence of the note:</i> “.....elect to do so, provided that the competitive position of the preferred tenderer is not affected” A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer’s written request for such clarification. The clarification of a tender offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).
F.2.18	<i>Add the following:</i> The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	<i>Add the following:</i> Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371
F.2.22	<i>Add the following:</i> Not a requirement.
F.2.23	<i>Add the following:</i> The tenderer is required to submit the following: F2.23.1 Broad-Based Black Economic Empowerment Status Level Certificates An original valid or valid, certified copy of a B-BBEE status verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended B-BBEE codes. Bidders shall not be provided a second opportunity by the employer to submit the B-BBEE certificate of sworn affidavit where it is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing. F2.23.3 CIDB Grading Certificate Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.
F.3.2	<i>Add the following:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4.1	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time: Tenders will be opened immediately after the closing time for receipt of Tenders as stated in the Tender Notice and Invitation to Tender (T1.1), or as stated in any Addendum extending the closing date.</p> <p>Location: <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha, 5099</i></p>																								
F.3.5	<p><i>Add the following:</i></p> <p>A two-envelope procedure will not be followed.</p>																								
F.3.8	<p><i>Add the following:</i></p> <p>Tenders will be considered non-responsive if, inter alia:</p> <ol style="list-style-type: none">1. the tenderer has failed to attend the compulsory briefing meeting;2. the tender is submitted by Telegraphic, telephonic, telex, facsimile (faxed) or email media or if the tender is submitted late.3. the tenderer does not comply with the eligibility criteria listed in F2.1 above;4. The resolution for signatory is not attached to the tender submission on a company letterhead.5. The bidder has failed to fully complete and sign both SBD 6.2 & Annex C6. the tenderer has failed to fully complete and sign SBD1, SBD4, SBD8, SBD9 & the Compulsory Enterprise Questionnaire. Failure to submit the required information shall be subjected to a request from SCM to the bidder to submit the required information within 7 days of the request. Failure to comply with such request will result in the bid being deemed non-responsive																								
F.3.11.7	<p><i>Add the following:</i></p> <p>The financial offer will be scored using Formula 2 (Option 1):</p> <p>$N_{FO} = (1 - (P - P_M) / P_m) \times W_1$</p> <p>Where;</p> <p>$N_{FO}$ = number of tender evaluation points awarded for financial offer</p> <p>W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the Tender Notice and T1.1: Notice and Invitation to Tender</p> <p>P_M = the comparative offer of the most favourable tender offer</p> <p>P = the comparative offer of the tender offer under consideration</p>																								
F.3.11.8	<p>Up to 100 minus W_1 (refer F.3.11.7 above) tender evaluation points will be awarded to tenderers according to their B-BBEE status level, determined in accordance with section 9(1) of the Broad-Based Black Economic Empowerment Act (No 53 of 2003), and who have submitted original valid or valid, certified copies of B-BBEE status verification certificates issued by either a verification agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit in terms of the amended BBB-EE codes. The points will be awarded as follows, based on the B-BBEE status level of the tenderer:</p> <table><tr><th>B-BBEE status level of contributor</th><th colspan="2">Number of Points</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>8</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr></table>	B-BBEE status level of contributor	Number of Points		1	20	10	2	18	9	3	14	8	4	12	5	5	8	4	6	6	3	7	4	2
B-BBEE status level of contributor	Number of Points																								
1	20	10																							
2	18	9																							
3	14	8																							
4	12	5																							
5	8	4																							
6	6	3																							
7	4	2																							

	<table><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-Compliant Contributor</td><td>0</td><td>0</td></tr></table> <p>A trust, consortium or joint venture will qualify for points for their BBB-EE status level as a legal entity, provided that the entity submits their BBB-EE status level certificate. A trust, consortium or joint venture will qualify for points for their BBB-EE status level as an unincorporated entity, provided that the entity submits their consolidated BBB-EE scorecard as if they were a group</p>	8	2	1	Non-Compliant Contributor	0	0
8	2	1					
Non-Compliant Contributor	0	0					
F.3.11.10	<p><i>Add the following new sub-clause:</i></p> <p>The Employer will perform a risk analysis in respect of the following:</p> <p>(a) reasonableness of the financial offer (b) reasonableness of unit rates and prices (c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.</p>						
F.3.13.1	<p>Tender offers will only be accepted if:</p> <p>a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations. This will be verified by the Employer on the Centralized Supplier Database. Where the recommended bidder is not tax compliant, the bidder will be notified of the non-compliant status and be granted seven (7) working days to rectify their compliance status with the SARS. The bidder must thereafter provide the Department with proof of its tax compliance which must be verified via the CSD or eFiling.</p> <p>b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>c) the tender or any of its directors is not listed on the Database of Restricted Suppliers kept by the National Treasury and updated from time to time;</p> <p>c) the tenderer has not:</p> <p>i) abused the Employer’s Supply Chain Management System;</p> <p>d) 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.</p>						
F.3.17	<p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>						
F.4	<p>ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of tender are:</p>						
F.4.1	<p>Invalid Tender</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p>						

	<ul style="list-style-type: none"> a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); b) if the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the tenderer c) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable d) if the tender offer is not completed in non-erasable ink;
F.4.2	<p>Negotiations with preferred tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes</p>
F.4.3	<p>General supply chain management conditions applicable to Tender</p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <ul style="list-style-type: none"> a) has furnished the Employer with that provider's: <ul style="list-style-type: none"> • full name; • identification number or company or other registration number; and • tax reference number and VAT registration number, if any; b) has indicated whether: <ul style="list-style-type: none"> • the provider is in the service of the state, or has been in the service of the state in the previous twelve months; • the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or • whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months. <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to:</p> <ul style="list-style-type: none"> • a person who is in the service of the state; • a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; • an advisor or consultant contracted with the Employer; or • a person, advisor or corporate entity involved with the tender specification committee, or a director of such corporate entity. <p>In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the tender not being considered further.</p>
F.4.4	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of the its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ul style="list-style-type: none"> a) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; b) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;

	<ul style="list-style-type: none"> c) been convicted of fraud or corruption during the past five years; d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or e) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector. <p>In this regard, tenderers shall complete Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's Past Supply Chain Management Practices. Failure to complete these schedules will result in the tender not being considered further.</p>
F.4.6	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the tenderer shall be deemed to have:</p> <ul style="list-style-type: none"> 1) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 2) visited the site of any proposed works. 3) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. 4) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. <p>Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
F.4.7	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.8	<p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p>

	<p>(a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.</p> <p>(b) The electronic version shall not be regarded as a substitute for the issued tender documents.</p> <p>(c) The Employer shall not accept Tender submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those Tender that have been completed on the issued hard copy tender document shall be considered.</p> <p>(d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</p> <p>(e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> <p>(f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>
F.4.9	<p>Local Content and Production for Designated Sectors</p> <p>Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold of 100% for local production and content will be considered. If the quantity of steel products and components for construction required cannot be wholly sourced in South Africa (RSA) based manufacturers and/or at the designated local content threshold of 100%, bidders and procuring entities should obtain written authorization from the DTI should there be a need to import and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.</p> <p>The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.</p> <p>A bid will be disqualified if:</p> <ul style="list-style-type: none"> • The bidder fails to achieve the stipulated minimum threshold for local production and content unless written exemption has been granted to the bidder by the DTI to bid at a lower local content level • Failure to indicate the minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid from further consideration. • The Declaration Certificate for Local Content (SBD 6.2), the Annex C (Local Content Declaration: Summary Schedule) are not completed, duly signed, and submitted by the bidder at the closing date and time of the bid <p>Bidders may contact the Metals Fabrication, Capital and Rail Transport Equipment Unit within the DTI at telephone 012 394 1356 or Primary Minerals Processing and Construction Unit at telephone 012 394 5157</p>
F.4.11	<p>Compliance with Occupation Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the</p>

	above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-contractors/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.
F.4.12	<p>Provincial Local Economic Development</p> <p>50% of expenditure of the project must be on goods and services which are manufactured and supplied, respectively, by suppliers and/or manufacturers from within the Province of the Eastern Cape, including the utilization of raw materials. The successful bidder shall be required to produce monthly reports supported by evidence such as tax invoices, receipts, delivery notes and proof of payment for goods and services purchased from local service providers as proof that the percentage is being attained.</p>

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE SCHEDULES/DOCUMENTS

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E
Tender No:	SCMU3-P21/22-1365-NMA:

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
C1.1	Form of Offer and Acceptance	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the JBCC Series 2000 documentation & Bills of Quantities & Final Summary	TBD	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2a	Resolution for Signatory	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2b	Resolution of Board of Directors to Enter into Consortium or Joint Ventures	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2n	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2p	Schedule of Plant and Equipment	1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
T2.2r	Compulsory Enterprise Questionnaire		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2u	CIDB Grading Certificate – Proof of Registration	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2w	Particulars of Electrical Contractor	1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SBD 1	Invitation to Bid: Part A and B	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SDB 4	Declaration of Interest	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.2	Declaration Certificate for Local Production and Content or Designated Sectors	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annex C	Local Content Declaration – Summary Schedule	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 9	Certificate of Independent Bid Determination	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

No.	Document Name	Number of pages issued	Returnable Document
Annexure A	Construction Programme	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annexure B	Company Experience & Contactable References	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2g	BBBEE Certificate or Sworn Affidavit	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
T2.2y	Proof of Registration with Centralized Supplier Database	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

(The following list of returnable schedules/documents is duplicated from the tables above however these will not appear in duplicate within the tender document. The purpose is to bring to the tenderers' attention the list of returnable documents/schedules that shall be incorporated into the contract)

T2.2: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

No.	Document Name	Number of pages issued	Returnable Document
T2.2n	Record of Addenda to Tender Documents	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.2	Declaration Certificate for Local Production and Content or Designated Sectors	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annex C	Local Content Declaration – Summary Schedule	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2: OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

C1.1	Form of Offer and Acceptance	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Contract Data	16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents based on the JBCC Series 2000 documentation & Bills of Quantities & Final Summary	TBD	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

Offer

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

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 VAT IS:

(In words).....

.....

.....

.....Rand;

R..... (In figures)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

.....
Date

.....
(Insert name and address of organisation)

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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
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 listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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.

Signature(s)

Name(s)

Capacity

For the Employer:

Name & signature of witness (Insert name and address of organisation) Date
-----------------------------	--	---------------

Schedule of Deviations

1 Subject

Details
.....
.....
.....

2 Subject

Details
.....
.....
.....

3 Subject

Details
.....
.....

4 Subject

Details
.....
.....
.....

5 Subject

Details
.....

.....

.....

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

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

C1.2 CONTRACT DATA

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E
Tender No:	SCMU3-P21/22-1365-NMA

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	---

	<p>CONTRACT VARIABLES: THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor.</p>
--	--

42.0	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER
-------------	--

42.1	CONTRACTING AND OTHER PARTIES
42.1.1 [1.2]	<p>Employer: Eastern Cape Department of Health Postal address: <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</i> Tel: 047 502 4518/4488 Physical address: Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</p>
42.1.2	<p>Funding Agent Eastern Cape Department of Health Postal address: <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</i> Physical address: Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</p>
42.1.3 [5.1]	<p>Principal Agent: Eastern Cape Department of Public Works and Infrastructure Agent's service: Principal Agent Physical Address: KD Matanzima Building Corner Owen and Victoria Street Mthatha 5099 Tel: 047 505 2711 Fax: n/a</p>

42.1.4 [5.2]	Agent (1) Department of Public Woks & Infrastructure Agent's service: Architect Postal Address: KD Matanzima Building Corner Owen & Victoria Street Mthatha 5099 Tel: 047 505 2711
42.1.5 [5.2]	Agent (1) Department of Public Woks & Infrastructure Agent's service: Quantity Surveyor Postal Address: KD Matanzima Building Corner Owen & Victoria Street Mthatha 5099 Tel: 047 505 2711
42.1.6 [5.2]	Agent (1) Department of Public Woks & Infrastructure Agent's service: Health and Safety Officer Postal Address: KD Matanzima Building Corner Owen & Victoria Street Mthatha 5099 Tel: 047 505 2711

42.2	CONTRACT DETAILS
42.2.1	Works description: Refer to document C3 – Scope of Work.
42.2.2	Site description: Refer to document C4.1 – Site Information.
42.2.3 [22.2]	Work or installations by direct contractors : N/A
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be 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)
[11.2.#]	2) Lateral support insurance to be effected by the contractor : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by mediation
[26.1.2 #]	5) Extended defects liability period (365 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> calendar days) applicable to the following elements: - all civil works relating to roads, parking areas, walkways, drainage and water supply - grassing and landscaping - all work done under electrical subcontracts

	- all work done under mechanical subcontracts
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day: Contract Period: 3 Calendar months (Excluding maximum of 21 calendar days builder's holiday) Penalty: 6.25c per R100 of the Contract Value, excluding VAT per calendar day.
42.2.8 [24.3.1] [28.1]	For the works in sections: N/A
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10%
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor Not applicable
42.4	DOCUMENTS

42.4.1 [3.3#, 15.1.3#' 31.16.2#]	Waiver of the Contractor's Lien or right of continuing possession is required
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended) and SANS 1200 Standardized Specifications for Civil Engineering Works
42.4.4 [15.1.1]	On acceptance of the tender the priced bills of quantities / lump sum document is to be submitted as part of the returnables.
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents : No
42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 2) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 3) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 4) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE Means the date that the agreement, made in terms of the form of Offer and Acceptance, comes into effect.</p> <p>CONSTRUCTION GUARANTEE Means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD Means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.</p>

CORRUPT PRACTICE

Means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

FRAUDULENT PRACTICE

Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

INTEREST

The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the interest 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)

PRINCIPAL AGENT

Means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent**, as detailed in the **agreement**, shall be fulfilled by a representative of the **employer** as named in the **schedule**.

SECURITY

Means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

Damage to the works

- a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary

- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable.
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**.

10.7 Add the following as 10.7

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 subsurface conditions that might

result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works**

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

10.7.2 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any 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

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) on signing of the contract.

14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

	<p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT) within fourteen (14) calendar days from commencement date</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum(excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fourteen (14) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), where after 14.7 shall be applicable</p> <p>15.1.2 The security as selected in terms of 14.0</p>
--	--

	<p>15.1.4 Add 15.1.4 as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days from commencement date</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">“Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words ”and the appointment of nominated and selected subcontractors”</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p>
--	--

	<p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.9 Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”.</p> <p>31.12 Delete the following: “Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”</p> <p>32.1.3 Add the following to the end of this clause: “Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows: Xe = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated”</p> <p>32.5.1 Add the following to the end of each of these clauses: “...due to no fault of the 32.5.4 contractor” and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the contractor’s failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the contractor’s failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the contractor’s failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the contractor’s refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor’s estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.1 Delete “#” next to 34.1</p> <p>34.2 Insert “#” next to 34.2</p> <p>34.8 Delete the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p> <p>34.13 Replace “seven (7) calendar days” with “thirty (30) calendar days” and delete the words: “subject to the employer giving the contractor a tax invoice for the amount due”</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to “No clause”, and replace “principal agent” with “employer”</p>
--	---

	<p>36.7 Add the following: “Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the and contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the 38.7 works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120) And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: :”within one hundred and twenty (120) working days of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
--	--

42.0	PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR
	POST-TENDER INFORMATION Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor
42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: Tel: Fax: E-mail: TAX / VAT Registration No: Physical address:
42.5.2	The accepted contract sum inclusive of tax is R..... Amount in words:.....
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate :
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">(1) cash deposit of 10 % of the contract sum</td><td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td style="padding: 2px;">(2) payment reduction of 10% of the value certified in the payment certificate</td><td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td style="padding: 2px;">(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td><td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td style="padding: 2px;">(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td><td style="padding: 2px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>							
(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>															
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>															
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the construction period:</p> <p>from to</p>															
42.6 42.6.1	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 2px;">Priced bills of quantities:</td><td style="width: 20%; padding: 2px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td><td style="padding: 2px;">Document marked as</td></tr> <tr> <td style="padding: 2px;">Lump sum document:</td><td style="padding: 2px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td><td style="padding: 2px;">Document marked as</td></tr> <tr> <td style="padding: 2px;">Guarantees:</td><td style="padding: 2px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td><td style="padding: 2px;">Document marked as</td></tr> <tr> <td style="padding: 2px;">Contract drawings:</td><td style="padding: 2px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td><td style="padding: 2px;">Document marked as</td></tr> <tr> <td style="padding: 2px;">Other documents</td><td style="padding: 2px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td><td style="padding: 2px;">(attach additional pages if more space is required)</td></tr> </table> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as														
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)														
42.8	<p>SIGNATURES OF THE CONTRACTING PARTIES</p>															
	<p>Thus done and signed at _____ on _____</p>															

	<div><div></div><div>Name of signatory</div></div> <div><div></div><div>for and behalf of the Employer who by signature hereof warrants authorization hereto</div></div>
	<div><div></div><div>Capacity of signatory</div></div> <div><div></div><div>as Witness</div></div>
	<div>Thus done and signed at <div></div> on <div></div></div>
	<div><div></div><div>Name of signatory</div></div> <div><div></div><div>for and behalf of the Contractor who by signature hereof warrants authorization hereto</div></div>
	<div><div></div><div>Capacity of signatory</div></div> <div><div></div><div>as Witness</div></div>

C2.2 PRELIMINARIES FOR INCLUSION IN BILLS OF QUANTITIES AND LUMP SUM DOCUMENTS BASED ON THE JBCC SERIES 2000 DOCUMENTATION

SECTION 1

R

c

PRELIMINARIES

MEANING OF TERMS “TENDER / TENDERER”

Any reference to the words “Tender” or “Tenderer” herein and/or in any other documentation shall be construed to have the same meaning as the words “Bid” or “Bidder”

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked “N/A” signifying “Not Applicable”

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of “**Commencement Date**” is added:

“**COMMENCEMENT DATE**” means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of “**Construction Guarantee**” is amended by replacing it with the following:

“**CONSTRUCTION GUARANTEE**” means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer’s** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of “**Construction Period**” is amended by replacing it with the following:

“**CONSTRUCTION PERIOD**” means the period commencing on the date on which possession of the **site** is given to the contractor and ending on the date of **practical completion**

Clause 1.1 Definition of “**Corrupt Practice**” is added:

“**CORRUPT PRACTICE**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of “**Fraudulent Practice**” is added:

“**FRAUDULENT PRACTICE**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of “**Interest**” is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, and 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)

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

OBJECTIVE AND PREPARATION

A2.0

OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0

DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.2.2 is amended by removing the reference to:

No clause

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to **"principal agent"** with the word **"employer"**

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0

DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

A5.0

EMPLOYER'S AGENTS

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

Fixed: _____ Value related: _____ Time related: _____

Item

A6.0

SITE REPRESENTATIVE

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

A7.0

COMPLIANCE WITH REGULATIONS

Clause 7.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed: _____ Value related: _____ Time related: _____

Item

A8.0

WORKS RISK

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

A9.0

INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

Item

A10.0

WORKS INSURANCES

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. 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

10.7.2 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within fourteen (14) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:_____ Value related:_____ Time related:_____ **Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A13.0 **No clause**

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within fourteen (14) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

N/A

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

N/A

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

N/A

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

N/A

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

N/A

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed:_____ Value related:_____ Time related:_____

Item

EXECUTION

A15.0

PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

	<p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p> <p>Clause 15.2.2 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A16.0	<p>ACCESS TO THE WORKS</p> <p>Clause 16.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words “and the appointment of nominated and selected subcontractors”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A18.0	<p>SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A19.0	<p>ASSIGNMENT</p> <p>Clause 19.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A20.0	<p>NOMINATED SUBCONTRACTORS</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p>

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed:_____ Value related:_____ Time related:_____ **Item**

A21.0 **SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____ **Item**

A22.0 **EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A23.0 **CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

COMPLETION

A24.0 **PRACTICAL COMPLETION**

Clause 24.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A25.0 **WORKS COMPLETION**

Clause 25.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A26.0 **FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting “#” next to 26.1.2

Fixed:_____ Value related:_____ Time related:_____ **Item**

A27.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A28.0	<p>SECTIONAL COMPLETION</p> <p>Clause 28.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A29.0	<p>REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A30.0	<p>PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
A31.0	<p>PAYMENT</p> <p>INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing “14.7.1” with “14.0”</p> <p>Clause 31.6.5 is amended by removing the reference to:</p> <p>No Clause</p> <p>And the addition of the following clause:</p> <p>NO DEPOSITS due by the Contractor to any supplier or sub-contractor for materials or equipment will be included in any valuation prior to the delivery to the site of such materials or equipment after which it will be treated as materials on site in terms of clause 31 of the Principal Building Agreement</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p>

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.9 is amended by replacing "twenty-one (21) **calendar days**" with "thirty (30) **calendar days**"

Clause 31.9 is further amended by the addition of the following:

"Should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon the date, the thirty (30) day period for due date of payment of the invoice shall commence."

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____
Item

Clause 32.13 is amended by the addition of the following clause:

Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows:

Xe = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated

A32.0

ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____
Item

A33.0	<p>RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the contractor's failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
-------	--

A34.0	<p>FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing “#” next to 34.1</p> <p>Clause 34.2 is amended by inserting “#” next to 34.2</p> <p>Clause 34.8 is amended by deleting the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p> <p>Clause 34.13 is amended by replacing “seven (7) calendar days” with “thirty (30) calendar days” and deleting the words “subject to the employer giving the contractor a tax invoice for the amount due”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
-------	---

A35.0	<p>PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
-------	---

	<p>CANCELLATION</p>
A36.0	<p>CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT</p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p>

	<p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer”</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item
A37.0	<p>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item
A38.0	<p>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item
A39.0	<p>I. CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence:</p> <p>“within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item
	DISPUTE	
A40.0	DISPUTE SETTLEMENT	

	<p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
	<p>SUBSTITUTE PROVISIONS</p>
A41.0	<p>STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>
	<p>CONTRACT VARIABLES</p>
A42.0	<p>THE SCHEDULE (C1.2: CONTRACT DATA)</p> <p>Clause 42.0</p> <p>Tenderers are referred to document C1.2: Contract Data (Volume 1) for variables pertaining to this contract</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p style="text-align: right;">Item</p>

BUILDING WORK

C2.2 BILLS OF QUANTITIES & FINAL SUMMARY

Item No		Unit	Quantity	Rate	Amount
	<u>SECTION No. 2</u>				
	<u>BILL No. 1</u>				
	<u>METALWORK (CPAP Work Group No 136 Unless Otherwise Stated)</u>				
	<u>PREAMBLES</u>				
	NOTE:				
	The tenderer is referred to the relevant clause in the separate document model preambles for trade (1992 Edition) and to the supplementary preambles which are incorporated in this bill				
	Proprietary products in description Proprietary products shall be deemed to include the statement "or similar approved" in the description specified. Substitute products of similar quality and Specification may only be used with prior approval by the Project Manager. Such approval to be obtained in writing prior to ordering, failing which the Project Manager may condemn the material and instruct the contractor to remove these materials at his own cost.				
	<u>PURPOSE MADE NATURAL ANODISED ALUMINIUM WINDOWS, DOORS ETC</u>				
1	Heavy duty industrial strength natural anodised aluminium manually operating palace sliding door size 1800mm wide x 2100mm high overall with 6,38mm clear top safety glass, 6,38mm frosted middle safety glass,2,5mm bottom heavy duty stainless steel checker plate and two pairs of handles	No	1		
2	Heavy duty industrial strength natural anodised aluminium double action hinged swing door to swing to 180 degrees size 1800mm wide x 2100mm high overall with 6,38mm clear top safety glass, 6,38mm frosted middle safety glass,2,5mm bottom heavy duty stainless steel checker plate and two pairs of handles	No	1		
3	Heavy duty industrial strength natural anodised aluminium double action hinged size 900mm wide x 2100mm high overall with 6,38mm clear top safety glass, 6,38mm frosted middle safety glass,2,5mm bottom heavy duty stainless steel checker plate and two pairs of handles two pairs of handles.	No	2		
4	Natural anodised aluminium shopfront partitioning size 16700mm x 2555mm high overall with 6,38mm thick frosted safety glass or equally approved for top shopfront panels and heavy duty stainless steel to be fixed on bottom shopfront panels, fitted to manufactures' specifications to comply with SANS 1263 Part 1, 2 and 3, with name of the manufacturer permanently marked on each sheet visible after glazing, glazed in accordance with NBR N Schedule 1 SABS0137.	No	1		
5	Ditto size 8370 x 2555mm Ditto	No	1		
6	Ditto size 3610 x 2555mm Ditto	No	1		
	Carried to Final Summary			R	
	Section 2				
	Bill No. 1				
	Metalwork				

Item No		Unit	Quantity	Rate	Amount
7	Ditto size 1800 x 2555mm Ditto	No	1		
8	Ditto size 5230 x 2555mm Ditto	No	1		
9	Ditto Size 2740 x 2555mm Ditto	No	1		
Carried to Final Summary				R	
Section 2 Bill No. 1 Metalwork					

<u>FINAL SUMMARY</u>					
<u>Section</u>			<u>Page No</u>		<u>Amount</u>
-					
1	Section 1- Preliminaries				
2	Section 2 – Metalworks				
3	Section 2 – Ironmongery				
	Sub-Total			R	
	<u>CONTINGENCIES</u>				
	Allow the sum of R30 000.00 (Thirty Thousand Rands) for Contingencies to be used or deducted in full at the Representative/ Agent's discretion.				
	-				
	Sub-Total			R	
	<u>ADD</u>				
	Value Added Tax 15%			R	
	-				
	-				
	Total Carried to Form of Offer				R
	Final Summary				
	-				

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A & E
Tender No.	SCMU3-P21/22-1365-NMA

MUST BE ON COMPANY LETTERHEAD

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 to this form. This must be on a 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:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No.	SCMU3-P21/22-1365-NMA

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submit a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Eastern Cape Department of Health in respect of the following project:

(Project description as per Bid /Tender Document)

Bid Number: _____ (Bid Number as per Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

Physical address: _____

Postal Code _____

Postal Address: _____

Postal Code _____

Telephone number: _____

Fax number: _____

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Note:

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

ENTERPRISE STAMP

T2.2n: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

T2.2p: SCHEDULE OF PLANT AND EQUIPMENT

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2r: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

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:

Section 3: CIDB/CRS registration number:

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: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

*Enterprise
name*

.....

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

T2.2u: CIDB GRADING CERTIFICATE – PROOF OF REGISTRATION

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

Tenderers must attach a CIDB registration certificate as per F.2.1.1 of the Tender Data (T1.2)

SBD 1: INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EC DEPARTMENT OF HEALTH					
BID NUMBER:	SCMU3-P21/22-1365-NMA	CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Nelson Mandela Academic Hospital, Level 2 Administration Block Sisson Street Fort Gale, Mthatha					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
II. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		III. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
IV. SIGNATURE OF BIDDER		V. DATE		
VI. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
VII. TOTAL NUMBER OF ITEMS OFFERED			VIII. TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	ECDOH		CONTACT PERSON	Zizo Bodlani	
CONTACT PERSON	Mrs Lindelwa Giwu		TELEPHONE NUMBER	040 505 2711/2809	
TELEPHONE NUMBER	047 502 4518/4488		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Zizo.bodlani@ecdpw.gov.za	
E-MAIL ADDRESS	Lindelwa.giwu@echealth.gov.za				

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

SBD 4: DECLARATION OF INTEREST

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

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

2.9.1 If so, furnish particulars.

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....

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

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

4 DECLARATION

I, THE UNDERSIGNED

(NAME).....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....
.....
.....

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL
Tender No:	SCMU3-P21/22-1365-NMA

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2g: BBBEE Certificate or Sworn Affidavit

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

Tenderers must attach BBBEE Certificate or Sworn Affidavit as per clause F.2.23.1 of the Tender Data (T1.2)

T2.2y: Proof of Registration with Centralized Supplier Database

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

Annexure A: Construction Programme

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

Tenderers are required to submit a construction programme as per the requirements of clause F.3.11.1 of the Tender Data (T1.2). The construction programme must be attached to this Annexure A.

Annexure B: Company Experience

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

Tenderers are required to submit proof of company experience as described in clause F.3.11.1 of the Tender Data (T.1.2). The portfolio of evidence must be distinguished between that submitted for projects awarded currently under construction and for those projects that are completed. Bidders shall note the requirements for projects awarded currently under construction and those that are completed as described in the functionality evaluation table in clause F.3.11.1.

VOLUME 3: CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.3: FIXED CONSTRUCTION GUARANTEE

C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

1. With reference to the contract between _____

_____ (hereinafter referred to as the "**contractor**") and the Eastern Cape Department of Health (hereinafter referred to as the **employer**"). **Tender No. SCMU3-P21/22-1365-NMA: SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E**

in the amount of R_____ ,

_____ (in **words**), (hereinafter referred to as the **contract sum**.)

I/We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the **guarantor**") advise that the **guarantor** hold at the **employer's** disposal the sum of

R_____ , (_____) being **5%** of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and

- a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
- b) shall lapse on the date of the last **certificate of practical completion**; and
- c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 201__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (March 2005 Edition)

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

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 Series 2000 Minor Works Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, May 2005. 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 Series 2000 – Third Addition – January](#). 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.
- 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, “Department of Public Works: Specifications of Materials and Methods to be used – PW371” and all other relevant documentation.
- 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 10 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 12 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.

PART C3: SCOPE OF WORKS

C3: SCOPE OF WORKS

C3.1: SCOPE OF WORKS

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

DESCRIPTION OF THE WORKS

Employer's objectives

To install aluminium shopfront and doors for Nelson Mandela Academic Hospital A and E

Overview of the works

The installation of aluminium shopfront and doors with checker plates at the bottom half and frosted safety glass at the top half.

Extent of the works

A heavy duty industrial aluminium shopfront with doors that include checker plates and frosted safety glass is to be installed as per the manufacturers specifications.

Location of the works

Nelson Mandela Academic Hospital, Sission Street, Fort Gale, Mthatha.

Temporary works

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

PROCUREMENT

Preferential procurement procedures Requirements; resource standard pertaining to targeted procurement

Subcontracting Scope of mandatory subcontract works; preferred subcontractors/suppliers; subcontracting procedures; attendance on subcontractors

CONSTRUCTION

Works specifications Applicable SANS 2001 standards; applicable national and international standards; particular/generic specifications; certification by recognized bodies; and Agrément certificates

Plant and materials Plant and materials supplied by the employer; materials, samples and shop drawings

Construction Equipment Requirements for equipment; equipment provided by the employer

Existing services Known services; treatment of existing services; use of detection equipment for the location of underground services; damage to services; reinstatement of services and structures damaged during construction

Site establishment Services and facilities provided by the employer; facilities provided by the contractor; storage and laboratory facilities; other facilities and services; vehicles and equipment; advertising rights and notice boards.

Site usage -

Permits and way leaves -

Alterations, additions, extensions and modifications to existing works -

Inspection of adjoining properties -

Water for construction purposes -

Survey control and setting out of the works -

MANAGEMENT

Management of the works - Applicable SANS 1921 standards; particular /generic specifications; planning and programming; sequence of the works; software application for programming; methods and procedures; quality plans and control; environment; accommodation of traffic on public roads occupied by the contractor; other contractors on site; testing, completion, commissioning and correction of defects; recording of weather; format of communications; key personnel; management meetings; forms for contract administration; electronic payments; daily records; bonds and guarantees; payment certificates; permits; proof of compliance with the law; insurance provided by the employer

Health and safety - Health and safety requirements and procedures; protection of the public; barricades and lighting; traffic control on roads; measures against disease and epidemics and aids awareness

PART C4: SITE INFORMATION

C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS FOR NELSON MANDELA ACADEMIC HOSPITAL A&E
Tender No:	SCMU3-P21/22-1365-NMA

The existing structure is situated in Mthatha Sisson street, Fort Gale. The property has co-ordinates of 31°35'15"S 28°45'51"E

C4 Site Information

1. GENERAL

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - b) The consultant(s)/project manager must acquaint themselves fully with all matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information.
 3. Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries.
 4. The following points must be dealt with in detail, serves as a guideline with regard to the issues to be covered under site information:
 - i) Improvements on site
 - ii) Results of soil investigations
 - iii) Underground services
 - iv) Adjacent buildings
 - v) Environmental issues
 - vi) Any other matters that could have an influence on construction activities.



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



HEALTH AND SAFETY SPECIFICATION

FOR

EMERGENCY PROJECTS

**MANAGED ON BEHALF
OF**

**EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
(O.R TAMBO REGION)**

EASTERN CAPE DEPARTMENT OF HEALTH

**PROJECT NAME: SUPPLY, DELIVERY, AND INSTALLATION OF ALLUMINIUM DOORS
FOR NELSON MANDELA ACADEMIC HOSPITAL A&E**

INDEX

INTRODUCTION

LIST OF ABBREVIATIONS DEFINITIONS

KEY ROLE PLAYERS KEY REFERENCES

1. PREAMBLE

- 1.1. Purpose of the Occupational Health & Safety Specification
- 1.2. Implementation of the Site specific Occupational Health & Safety Specification
- 1.3. Requirements at Tender Stage

2. GENERAL REQUIREMENTS

- 2.1. Summary of Risks identified during Design
- 2.2. Specified hazardous Chemical Substances

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

- 3.1. Structure and Organization of H&S Responsibilities
 - 3.1.1. Notification of Commencement of Construction Work

4. HEALTH AND SAFETY PLAN FRAMEWORK

- 4.1. Appointment of Competent Site Personnel
 - 4.1.1. Construction Supervision
 - 4.1.2. Construction Health and Safety Officer
 - 4.1.3. Traffic Safety
- 4.2. Health and Safety Representatives and H&S meetings
- 4.3. Appointment of Competent Contractors

5. GENERAL RISK MANAGEMENT

- 5.1. Health Risks and Medical Surveillance
 - 5.1.1. Noise Risks
- 5.2. Emergency Procedures
 - 5.2.1. First Aiders and First Aid Equipment
 - 5.2.2. Fires and Emergency Management
 - 5.2.3. Incident Management and Compensation Claims
- 5.3. Personal Protective Equipment (PPE) and clothing
- 5.4. Occupational Health and Safety Signage
- 5.5. Induction of Employees and Visitors, General H&S Training
- 5.6. Management of plant and equipment
- 5.7. Excavations
- 5.8. Working at Heights
- 5.9. Cranes and lifting equipment
 - 5.9.1 Tower cranes
- 5.10. Temporary works
- 5.11. Demolition
- 5.12. Bulk Mixing Plant
- 5.13. Mechanical installations
- 5.14. Auditing
- 5.15. Communication on Site
- 5.16 Care of Workers on Site (Welfare)
- 5.17 Discipline, Alcohol and Substance abuse
- 5.18 Electrical Equipment
- 5.19 Dismantling of Lifts
- 5.20 Installation of New Lifts
- 5.21 Maintenance of Lifts

6. HEALTH AND SAFETY FILE

7. NON-CONFORMANCES

- 7.1. Failure to Comply with Provisions

8. MEASUREMENT AND PAYMENT

ANNEXURE A: BASELINE RISK ASSESSMENT

LIST OF ABBREVIATIONS

AIA:	Approved Inspection Authority
BoQ:	Bill of Quantities
CC:	Compensation Commissioner
CHS:	Construction Health and Safety
CHSA:	Construction Health and Safety Agent
CHSO:	Construction Health and Safety Officer
CR:	Construction Regulations (2014)
DPWI:	Department of Public Works and Infrastructure
DMR:	Driven Machinery Regulations
DoL:	Department of Labour
FEMA:	Federated Employers Mutual Association
GAR:	General Administration Regulations
GSR:	General Safety Regulations
HCSR:	Hazardous Chemical Substances Regulations
HIRA:	Hazard Identification Risk Assessment
H&S:	Health and Safety
ER:	Engineer's Representative
LI:	Labour Intensive
OH:	Occupational Health
OHS:	Occupational Health and Safety
OHSAct:	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) (as amended)
OHSAS:	Occupational Health and Safety Specification
PA:	Principal Agent
SSHSS:	Site specific Health and Safety Specification
PC:	Principal Contractor
PPE:	Personal Protective Equipment
SANS:	South African National Standards (Authority) SDS Safety Data Sheet
SMME:	Small, Micro, Medium Enterprise
SWP:	Safe Work Procedure

DEFINITIONS

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

Client: The Head of Department, DEPARTMENT OF PUBLIC WORKS of the Province of the Eastern Cape.

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

DPW: The DEPARTMENT OF PUBLIC WORKS for the Province of the Eastern Cape.

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

Hazard: Source of exposure to danger.

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

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

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

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

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

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

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

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

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

1. PREAMBLE

The Department of Public Works & Infrastructure (DPWI) is tasked to provide accommodation and operational facilities to Provincial Departments, including the governance of roads and civil structures across the Province of the Eastern Cape.

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. The DPW has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of the DPW stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Department and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

The DPW, as the Client and where there is an appointed H&S Agent on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

1.1. Purpose of the Site Specific Health and Safety Specification (SSHSS)

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

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

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

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly.

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

1.2. Implementation of the Site Specific Occupational Health and Safety Specifications

This site specific Health and Safety Specification is applicable to the renovation and construction of new structures and should not be used for any other project.

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

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation. The summary of risks is included in Section 2 of the SSHSS.

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

No work may commence without written approval of the H&S plan by the CHS Agent, or the responsible person in the DPWI.

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

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

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

Requirements

The successful tenderer is required to submit a **Site Specific H&S plan within 7 days** of the award of the Tender.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

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

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

A Site Specific H&S Plan in response to this SSHSS will be subject to approval by the CHS Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer;
- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period;
- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the CHS Agent or Client:
 - Site establishment including clearing and grubbing; exposure of services, power, telecommunication etc.; arrangements for hoarding, traffic accommodation;
 - Demolishing existing structures;
 - Excavating
 - An emergency plan indicating how and where emergencies will be handled
 - Working at heights (if applicable)
 - Piling (if applicable)

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence. The CHS Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1. Structure and Organization of H&S Responsibilities

- The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- A contractor must appoint a full-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.
- All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

2.1.1. Notification of Commencement of Construction Work

The Contractor must complete notification of construction work and provide proof of submission to the Department of Labour. This document must be signed by the Client and Principal Contractor prior to submission.

Acknowledgment of submission must be placed in the health and safety file. It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

3. HEALTH AND SAFETY PLAN FRAMEWORK

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

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

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

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries and intended temporary traffic management
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

4. APPOINTMENT OF COMPETENT SITE PERSONNEL

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

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

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

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

4.1. Construction Supervision

Competent Construction Managers (CR 8.1) must be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent Assistant Construction Managers may be appointed where justified by the scope and complexity of the works.

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

4.2. Construction Health and Safety Officer

The PC will employ at least one competent, full-time CHS Officer for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the CHS Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.)

The CHSO must be either registered with the SACPCMP as a CHSO or higher grade or in possession of a letter showing that registration with SACPCMP has been applied for. Proof of this must be supplied.

The CHSO should have had exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity.

In the case of a contract where contractors are employed, the CHS Officer must have a competence to evaluate the Contractors Health and Safety plans.

This person may not hold any other position on the site staff. The Construction Manager may not act as the CHS Officer. The Construction Manager will be held responsible for all H&S on the project. He will be assisted by the Construction health and Safety Officer:

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHS Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the CHS Officer.

- The CHS Officer/s may not be removed or replaced without the approval of the CHS Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

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

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

Failure to do so will be considered a serious offence and penalties applied.

4.3. Appointment of Competent Contractors

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

The following minimum aspects are applicable to any Contractor appointed:

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

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

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

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

5. GENERAL RISK MANAGEMENT

5.1. Health Risks and Medical Surveillance

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

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

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

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

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Medical surveillance will commence at pre-employment. All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

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

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

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

Failure to do so will be considered a serious offence.

5.2. General Environmental Conditions

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

5.3. 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.

5.3.1. First Aiders and First Aid Equipment

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

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

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

5.3.2. 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 /Client /CHS Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

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

5.4. Personal Protective Equipment (PPE) and Clothing

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

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear: Hard hats; Protective footwear; Overalls that ensure worker visibility; Eye protection (if required); Hearing protection; Reflective jackets (no bibs); Respiratory protection (minimum of FF2), and any other necessary PPE identified from SDSs and/or risk assessments.

Failure to comply will result in penalties being applied.

5.5. 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.

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

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

5.7. Excavations

The procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

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

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

5.8. Temporary Works (Scaffolding, support work, formwork)

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

Failure to do so will be considered a serious offence.

5.9. Bulk Mixing Plants

Whichever form of bulk mixing plant is used, for mixing concrete, guards and protection of nip points, emergency stops etc. are to be appropriately managed by competent supervision. Edge protection, movement of plant and dust management are required, including disposal of cement bags. The layout of the batch plant and movement of plant is to be provided on an appropriate drawing.

The added requirement of Chest X rays for workers is to be added to pre-employment and possibly exit medicals, unless the workers are already on a system of medical surveillance.

5.10. Auditing

Frequency of external auditing by the CHS Agent or Client will be as agreed with the Client and Designer but will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The CHS Officer of the PC must accompany the Client, or the CHS Agent, on all audits and inspections. Not all audits will be, or need be announced.

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

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

5.11. Communication on Site

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

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

5.12. Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file. No substances containing Formaldehyde may be used in Chemical Toilets.

Failure to ensure compliance will be considered a serious offence.

5.13. Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical “lock out” system which will prevent any operation other than that authorized by a supervisor. A “lock out” sign shall be displayed when the apparatus is not in use.

Method statements and safe work procedures will be required for all work involving electrical apparatus.

Electrical installation to be conducted by a qualified electrician, COC to be provided.

6. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

1. The SSHSS;	12. Method statements;
2. The H&S Plan and the approval by Client	13. Risk assessments;
3. Appointment by Client;	14. Safe work procedures;
4. Mandatory agreement with Client;	15. Emergency and injury management;
5. Notification of construction work;	16. Safety data sheets
6. A record of all working drawings, calculations and design where applicable;	17. Medical surveillance records;
7. Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;	18. Registers; and
8. Record of Competencies (CVs) and appointments;	19. Records of audits, minutes etc.
9. Training Records;	20. Plant lists
10. Permits;	21. Temporary electrical installations
11. Employee records (who is on site)	22. Covid-19 Management

COVID -19 REQUIREMENTS

CONTENTS

1. Introduction on the Return to Work
2. Definitions
2. Travel to work
3. Appropriate personal protective equipment
4. Site access and egress points
5. Washing hands
6. Toilet facilities
7. Eating areas
8. Changing facilities
9. Cleaning
10. Emergency responds
11. Covid19 Waste management
12. Addressing Stress, Psychological Risk, Violence &Harassment
13. Screening questionnaire
14. Medical Surveillances

15. Social distancing measures
16. Reporting of COVID-19 Cases
17. COVID-19 Requirements to be met by DPW Service Providers
18. Waste Management for COVID-19
19. Employees Induction, Training, Communication

1. Introduction:

Construction sites operating during the Coronavirus (Covid-19) pandemic need to ensure they are protecting their workforce and minimising the risk of spread of infection. This includes determining if all employees are fit for works with no Covid-19 symptoms, also considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

This Covid-19 responds requirements forms part of the project specific construction health and safety specification to introduce control measures on the construction site that's in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors.

The principal contractor should ensure the requirements are implemented, a Covid-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document under item 12 and the requirements stipulated under Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020. The Covid19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This Covid19 site management plan are to be approved by the Consulting Engineers and the prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to be on self-isolation in terms of section 7 of Regulations issued in Terms of Section 27(2) of **Disaster Management Act, 2002**.

It must be noted matters relating to Covid-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.

1. Definitions

Social distancing	Workers in the construction industry should follow the guidance on Staying at home and away from others (social distancing). Where they cannot work from home, they must follow the same principles of social distancing while travelling to and from work and while at work.
Self-isolation	Anyone who either has a high temperature or a new persistent cough or is within 14 days of the day when the first member of their household showed symptoms of Coronavirus (Covid-19) should not come to site but must follow the guidance on self-isolation.
Person at increased risk	Anyone who is at increased risk of severe illness from Coronavirus (Covid-19) is strongly advised to work at home and should be particularly stringent about following social distancing measures.

Living with a person in one of the above groups	Anyone living with a person who is at increased risk of severe illness, or an extremely vulnerable person who is shielding from Coronavirus (Covid-19), should stringently follow the guidance on social distancing and minimise contact outside the home.
If someone falls ill	<p>If a worker develops a high temperature or a persistent cough while at work, they should:</p> <ul style="list-style-type: none"> • Ensure their manager or supervisor is informed. Employer is responsible to take the employee to the Doctor. • Employer to investigate possible other contacts, implement isolation measure and ensure those employees are taken for medical examination. • Avoid touching anything • Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow. <p>They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed and declared clear to work by a medical professional.</p>
COVID-19	means Coronavirus Disease 2019
PPE	means personal protective equipment
Employee	means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer
workplace	means any premises or place where a person performs work

2. Travel to work:

Principal Contractor is required to provide a safe transportation of its employees to and from the work place. Strict instructions to be given to the responsible driver that not to give rides to any other person than the principal contractor Employees.

- All employees must wear appropriate face Cloth mask
- Hands to be sanitized before entering the transport and when journey ends.
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practice all time during transportation.

3. Appropriate Personal Protective Equipment:

- It is a duty of an employer to ensure that all his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.

- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.
- PPE such as face masks is required by all employees or member entering the site, the said masks are to be worn on site:
 - Masks should fit properly, completely covering the face from bridge of nose to chin.
 - Always clean hand before putting on of removing face masks.
 - Only touch the cord or elastic at the back when removing the masks.

4. Site access and egress points:

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and **screening** of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.
- Screening Methods
 - Visual assessment-Prior to entering the site gate, employers should conduct a visual assessment verifying and checking symptoms of the virus. If symptoms are evident go ahead to conduct infrared temperature testing
 - The average normal body temperature is generally accepted as (37°C).
 - The infrared beam sensor is placed approximately 0 - 5 cm's from the persons forehead, the thermometer will beep twice if within range. The thermometer will record the temperature and light green, displaying the temperature of the person.
 - At no stage must the infrared beam be directed to the eyes of the employees, as there is a risk of injury and damage to the eyes.
 - Any person displaying a temperature between 37.1°C and 37.9°C will be isolated and place either next to the Security Guardhouse or in his/her vehicle until second temperature testing is done.
 - The person's temperature will be taken again after 15 min. If the temperature has increased the person will be required to leave, access to site will be denied.
 - If the person's temperature has decreased to an acceptable/normal level, access will be granted.
 - Any person with a temperature of 37.5°C or above will be denied access and will be required to leave immediately and be advised to visit a Doctor;
 - All cases where persons were denied access a detailed register kept on site of the date, name of contractor, name of employee, contact number.
- The screening table must be made of a washable surface that can easily be disinfected– no linen is to be used to cover the table.
- Face Shields and masks will be made available to screening personnel.

- All required items to operate safely must be available at the screening desk, these includes, hand sanitizers, pens for filling in registers and a bucket filled with 1000 ppm hypochlorite solution to soak pencils, employee/visitor's questionnaire for screening and determination of symptoms, Perspex sheet separating screening. Should employees or visitors fail the questionnaire to be completed they should not be allowed to enter site.
- A site access control attendance register must be complete, it is recommended that lists of various company employees be kept at security to tick off the attendance as and when entering site.
- Allow plenty of space between people waiting to enter site.
- Use signage:
 - Such as floor markings, to ensure 2 metre distance is maintained between people when queuing
 - Reminding workers not to attend if they have symptoms of Coronavirus (Covid-19) and to follow guidelines
 - Require all workers to wash their hands for 20- 40 seconds using soap and water when entering and leaving the site
 - Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners,
 - Telephone handsets and desks, particularly during peak flow times
 - Reduce the number of people in attendance at site inductions and consider holding them outdoors
 - Where loading and offloading arrangements on site will allow it, drivers should remain in their vehicles. Where drivers are required to exit their vehicle, they should wash or sanitise their hands before handling any materials
 - Consider arrangements for monitoring compliance on site by principal contractor.

5. Washing hands

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitiser (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

6. Toilet facilities

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitise hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently

- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

7. Eating areas:

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.
- Break times should be staggered to reduce congestion and contact at all times. Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitiser should be available at the entrance to any room where people eat.
 - A distance of 2 metres should be maintained between users, wherever possible
 - All rubbish should be put straight in the bin and not left for someone else to clear up.
 - Tables should be cleaned between each use

8. Changing Facilities:

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

9. Cleaning:

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE.
 - Taps and washing facilities
 - Toilet flush and seats
 - Door handles and push plates
 - Hand rails on staircases and corridors
 - Lift and hoist controls
 - Machinery and equipment controls
 - All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.
 - Telephone equipment

- Key boards, photocopiers and other office equipment
- Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.

10. Emergency responds:

The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.

- When planning site activities, the provision of adequate first aid resources must be agreed.
- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

11. Covid19 Waste Management

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
 - When the box set is $\frac{3}{4}$ full it should be closed with a biohazardous waste tape and placed in designated storage area.
 - The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
 - The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID- 19 waste that should be removed from the facility.
 - The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
 - The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal.

12. Addressing stress, Psychological Risk, Violence and Harassment

The Principal Contractor is encouraged to consider other COVID-19 risk factors: Remember, employees are your company's assets.

During this pandemic your employees could be subjected to increased stress levels with serious effects of mental health (mandatory isolation at home is imposed).

Further to this, employees can be affected by the psychosocial hazard arising from present and future uncertainty of the work situation or from changes in work processes and arrangements.

There are a number of risk factors endured by many workers that can induce stress, these include:

- ✓ fear for one's own well-being or that of family member / co-workers who might contract the disease
- ✓ lack of safety equipment for personal protection;
- ✓ lack of social support or social networks;
- ✓ tension between established safety protocols

- ✓ difficult maintaining self-care activities such as exercises, good eating habits and getting enough rests
- ✓ Employees may be labelled, stereotyped, discriminated against (social stigma) and/or experience loss of status perceived link with a disease.

Occupational health and safety measures must be implemented to prevent and reduce psychosocial risks, including violence and harassment, and promote mental health and well-being (in addition to preventing the risk of long-term repercussions on workers wellbeing) A plan in the addressing the aforesaid must be developed and implemented to prevent work-related stress amongst workers: The plan must be constant updated with reliable information: It is not limited to the below:

- Good communication and up to date information
- Avenue for workers to express concerns and ask questions about health risks to themselves and colleagues
- Multidisciplinary sessions to identify concerns, wellbeing of staff and to work together on strategies to resolve problems
- Regular rest periods during work day)
- Opportunities to promote physical health (exercises, maintain healthy eating habits)
- Psychological support for workers share fears and worries confidentially
- Role modelling where managers are role models for staff
- Campaigns to reduce stigma

13. Screening Questionnaire

- The principal contractor should ensure a suitable screening questionnaire be developed for used on site.
- Screening should be conducted prior to entering site and well as when leaving site.
- The checklist should include the following but is not limited to:
 - ✓ Name of employee
 - ✓ Contact number of employees
 - ✓ Names of employers
 - ✓ Date of screening
 - ✓ Body temperature recorded
 - ✓ Respiratory symptoms (Yes or No)
 - ✓ Pre-entry screening
 - ✓ Access granted (yes or No)
 - ✓ Exit site screening
 - ✓ Have you traveling/ have you recently travelled to a restricted country / Have you recently travelled outside the province/ have you travelled to areas regarded as COVID-19 Epicentre?
 - ✓ Have you attended a funeral or any mass gathering?
 - ✓ Have you come into close contact or confirmed covid19 cases?
 - ✓ Person screening
 - ✓ Do you have Flu Symptoms?
- Screening records of all employees must be kept on site.

- Should the site experience any positive cases, the principal contractor should inform the Consulting Engineers and the DPW within 24hrs via email.

14. Medical Surveillances

Principal contractor to ensure that all medical surveillance renewal, new entry medicals, exit medical should include COVID-19 Symptoms Screening by OHS Doctor / OHS Nurse Practitioner, employee suspected to have symptoms or at the risk of COVID-19 shall be sent for COVID-19 testing and be asked to self-Isolate at home until his/her test are confirmed. Should an employee test positive for COVID-19, and if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

15. Social distancing measures

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half
- Metres between workers while they are working. Reducing the number of workers present in the workplace at any time
- Appointed Site Manager & the CHS Officer must ensure that Construction Activities are arranged at least one and a half metres apart.
- All shared construction Site offices must be arranged; physical barriers can be placed between work stations or Maintain 1 m distance.

16. Reporting of COVID-19 Cases

- Appointed Principal Contractor is required to immediately inform the DPW should one of its employee experience any of the COVID-19 symptoms while at work.
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

17. COVID-19 Requirements to be met by DPW Service Providers

Before commencement of any work under lock down all DPW service provider will be required to;

- Principal Contractor will be required to appoint a designate a **COVID -19 compliance officer** who will be responsible to oversee the implementation of COVID-19 rules at the work place.
- All DPW appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all DPW Project.
- All DPW appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of Amended Disaster Management Act and be submitted to DPW for approval, be retained for inspection and contain the following information:

- which employees are permitted to work;
- (ii) what the plans for the phased-in return of their employees to the workplace are;
- (iii) what health protocols are in place to protect employees from COVID-19; and
- (iv) the details of the COVID-19 compliance officer:
- Contractors with large numbers of employees to ensure phase in the return of their employees to work
- DPW Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public, should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

18. WASTE MANAGEMENT FOR COVID-19 WASTE

Contractor will be required to ensure that waste is managed and separated on site. Face Mask waste, Gloves and paper towel used to wipe hands and toilet paper used for sneezing or blowing nose to be disposed in a medical waste bin. Principal Contractor will be required to make arrangements for medical waste bins for its employees and all medical waste to be disposed accordingly.

19. EMPLOYEES INDUCTION, TRAINING, COMMUNICATIONS

Employer will be required to give induction to his/her employees upon returning to site. Induction syllabus to included Employers plan on how are they going to manage COVID-19 on site. Employer should train employees on daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

ACKNOWLEDGEMENT	
<p>I,representing Contractor have satisfied myself with the content of the Project Specific Health and Safety Specification (PSHSS) and shall ensure that the Contractor and his/her personnel comply with all the relevant obligations in respect thereof.</p>	
<p>..... Signature of Contractor</p>	<p>..... Date</p>
<p>..... Signature of Client/Agent</p>	<p>..... Date</p>

