



Province of the
EASTERN CAPE
HEALTH

TENDER

RENOVATION OF DOCTORS HEAD QUARTERS HOUSES

SCMU3-P22/23-0780- NMA

THREE VOLUME APPROACH:

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

PREPARED FOR:

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P.O. Box X5152
MTHATHA
5099

PREPARED BY:

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Corner Owen & Victoria Street, KD Building
Mthatha
5099

NAME OF TENDERER: _____

CRS NUMBER: _____

OCTOBER 2022

	SIGNATURE	DATE
END USER:		19/10/22
RECOMMENDED BY FACILITIES:		19-10-2022
DEMAND MANAGEMENT:		19/10/2022
APPROVED BY BSC CHAIRPERSON		19/10/2022

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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	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
TENDER No.	SCMU3-P22/23-0780- 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.
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<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 CIDB Grade 1GB PE 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 CIDB Grade 1GB PE 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 CIDB Grade 1GB PE 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
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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 may be downloaded on the website address: www.echealth.gov.za
- ☒ A compulsory clarification meeting with the representatives of the Employer will take place as follows:

Date: 24 October 2022

Venue: Main Entrance (Ground Floor, by the Securities)

Time: 11H00

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

Procurement Contact:	Mrs N Mfenguza	E-mail	indiphile.quluba@echealth.gov.za
Tel. No.	047 502 4518 or 047 502 4488		

3. DEPOSIT / RETURN OF TENDER DOCUMENTS:

The closing time and date for submission of tenders is 11:00 on the 27 October 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 , LEVE 2 SCM OFFICES

COMPILED BY: Bongekile Mnatule

Designation	Company Name	Date
Principal Agent	DPWI-OR Tambo Region	
Quantity Surveyor	DPWI-OR Tambo Region	
Architect	DPWI-OR Tambo Region	

T1.2: TENDER DATA

T1.2: TENDER DATA

PROJECT NAME	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
BID NUMBER	SCMU3-P22/23-0780- 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..... Project Description : RENOVATION OF DOCTORS HEAD QUARTERS HOUSES 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 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 C1.2: Contract Data C2.2: Bills of Quantities T2.2 The Returnable Schedules/Documents</p> <p>Volume 3: The 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 Works C3.1: Scope of Works C3.2: Project Specific Health and Safety 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</p>
F.1.4	<p><i>Add the following:</i></p> <p>The employer's agent is Department of Public Works & 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.2.13.5	<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-P22/23-0780- NMA Title of tender: RENOVATION OF DOCTORS HEAD QUARTERS HOUSES</p> <p>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 60 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	<p><i>Add the following:</i></p> <p>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.</p>
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: Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha , Leve 2 SCM Offices</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 C 6. the tenderer has failed to fully complete and sign SBD1, SBD4, & 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> $N_{FO} = (1 - (P - P_M) / P_m) \times W_1$ <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><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>	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	8	2	1	Non-Compliant Contributor	0	0
B-BBEE status level of contributor	Number of Points																														
1	20	10																													
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3	14	8																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
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>																														

	<ul style="list-style-type: none"> 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; 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; c) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; 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.
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; <p>b) has indicated whether:</p> <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> <ol 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; 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> <ol 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> <ol style="list-style-type: none"> (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. (b) The electronic version shall not be regarded as a substitute for the issued tender documents. (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

	<p>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 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.</p>
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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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
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 Annexure C, D & E	5	<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

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

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.
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5 Subject

Details

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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:	Renovation of Doctors head quarters houses
Tender No:	SCMU3-P22/23-0780- 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>
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	<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>
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42.0	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Eastern Cape Department of Health Postal address: <i>Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha</i></p> <p>[1.2] <i>Tel: 047 502 4518/4488</i> 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></p>

	Physical address: Nelson Mandela Academic Hospital, No 3 Sisson Street, Fort Gale, Mthatha
42.1.3 [5.1]	Principal Agent: Department of Public Woks & Infrastructure Agent's service: Principal Agent Physical Address: KD Matanzima Building Corner Owen & Victoria Street Mthatha Tel: 047 505 2827 Fax: 047 505 200
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 Tel: 047 505 2827
42.1.5 [5.2]	Agent (2): Department of Public Woks & Infrastructure Agent's service: Quantity Surveyor Physical Address: KD Matanzima Building Corner Owen & Victoria Street Mthatha Tel: 047 505 2827
42.1.6 [5.2]	Agent (3): Department of Public Woks & Infrastructure Agent's service: Electrical Engineer Postal address: KD Matanzima Building Corner Owen & Victoria Street Mthatha Tel: 047 505 2827
42.1.7 [5.2]	Agent (4): Department of Public Woks & Infrastructure Agent's service: Health and Safety Agent Postal address: KD Matanzima Building Corner Owen & Victoria Street Mthatha

	Tel: 047 505 2827
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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#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	<p>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)</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by mediation</p> <p>5) Extended defects liability period (365 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> calendar days) applicable to the following elements:</p> <ul style="list-style-type: none"> - 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]	<p>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:</p> <p>Contract Period: 1 calendar months</p> <p>Penalty: 6.25c per R100 of the Contract Value, excluding VAT per calendar day.</p>
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 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 10%</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>Not applicable</p>
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	<p>Bills of quantities / Lump sum document schedule of rates drawn up in accordance with:</p> <p>Standard System of Measuring Building Work (sixth edition as amended) and SANS 1200 Standardized Specifications for Civil Engineering Works</p>
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 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> <p>CORRUPT PRACTICE Means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p>

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:

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), where after 14.7 shall be applicable

15.1.2 The **security** as selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

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**

15.2.1 Under 41: Amend to read as follows:

"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

17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 and 31.8

31.8 Amend as follows:

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:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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**

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

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**.

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:

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).3Ninety-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** 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**

31.9 Replace "twenty-one (21) calendar days" with "thirty (30) calendar days".

31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."

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"

32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the **contractor**"

and

32.5.7

33.2 Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

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

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

34.1 Delete "#" next to 34.1

34.2 Insert "#" next to 34.2

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"

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>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	The latest day of the month for the issue of an interim payment certificate :

[31.3]															
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"> <tr> <td>(1) cash deposit of 10 % of the contract sum</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(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>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(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>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"> <tr> <td>Priced bills of quantities:</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as</td></tr> <tr> <td>Lump sum document:</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as</td></tr> <tr> <td>Guarantees:</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as</td></tr> <tr> <td>Contract drawings:</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>Document marked as</td></tr> <tr> <td>Other documents</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td><td>(attach additional pages if more space is required)</td></tr> </table>	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)														

	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
42.8	SIGNATURES OF THE CONTRACTING PARTIES
	<p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory for and behalf of the Employer who by signature hereof warrants authorization hereto</p> <p>_____ Capacity of signatory as Witness</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory for and behalf of the Contractor who by signature hereof warrants authorization hereto</p> <p>_____ Capacity of signatory as Witness</p>

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

BUILDING WORK

C2.2 BILLS OF QUANTITIES & FINAL SUMMARY

No		Quantity	Rate	Amount
	<u>SECTION No. 2</u>			
	- <u>BILL No. 1</u>			
	- <u>ALTERATIONS</u>			
	- <u>TRADE PREAMBLES</u>			
	Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Proprietary products in descriptions</u>			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Taking out and removing ceiling</u>			
1	Mesonite ceiling board including cornice	m ² 20		
	<u>MAKING GOOD OF FINISHES, ETC</u>			
2	- Replace a ceiling panel to make good	m ² 20		
	<u>Taking out and removing floor covering, carpentry etc</u>			
3	Floor rug fixed with adhesive	m ² 70		
4	- Woodern floor tiling	m ² 190		

Taking out and removing sundry joinery work, fittings, etc

5 Timber skirtings

m

185

Carried to Summary of Section 2

No

SECTION No. 2

- BILL No. 2

- FLOOR COVERINGS

- PREAMBLES

Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents

SUPPLEMENTARY PREAMBLES

Proprietary products in descriptions

Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.

1 - Impero Super Twist Greige Carpet

m²

190

2 - Meranti timber skirting

m

185

3 - 600 x 200 x 8mm Thick ceramic floor tiles

m²

50

-

Quantity

Rate

Amount

4	100mm High cut tile skirting with polished exposed edges.	m	30	
	Carried to Collection			
No		Quantity	Rate	Amount
	<u>SECTION No. 2</u>			
	- <u>BILL No. 3</u>			
	- <u>IRONMONGERY</u>			
	- <u>PREAMBLES</u>			
	Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Proprietary products in descriptions</u>			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	- <u>LOCKS</u>			
1	- "DCLSA Euro profile" or similar approved cylinder mortice sashlock with reversable latch lock boxed, polished brass (code: 325/53)	No	8	
	- <u>HANDLES</u>			

2 "DCLSA - Dimond" or similar approved lever handle on backplate keyplate (pair) boxed, Zinc satin Nickel (code 0051/C78)

No

8

Carried to Collection

Carried to Summary of Section 2

No

SECTION No. 2

BILL No. 4

PAINTWORK

PREAMBLES

Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents

SUPPLEMENTARY PREAMBLES

Proprietary products in descriptions

Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.

PAINTWORK, ETC TO EXISTING WORK

Quantity

Rate

Amount

<u>Prepare and apply onePlascon Velvagio polyurethane velvet enamel paint to match the existing colour</u>					
1	- On internal walls.	m ²	490		
2	On external walls.	m ²	560		
3	On windows (both sides measured over full flat area).	m ²	25		
<u>ON WOOD</u>					
4	On ceiling	m ²	65		
Carried to Collection					
No		Quantity	Rate	Amount	
<u>SECTION No. 2</u>					
<u>BILL No. 5</u>					
<u>ELECTRICAL APPLIANCES</u>					
<u>PREAMBLES</u>					
Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents					
<u>SUPPLEMENTARY PREAMBLES</u>					
<u>Proprietary products in descriptions</u>					
Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.					

ELECTRICAL AND GAS STOVE

Elba 01/9CX 727N 900MM Classic Gas/Electric
combo cooker with 4 gas burners and two
electrical plate

No

2

Carried to Collection

SECTION SUMMARY - Section 2

Bill
No

Page
No

Amount

- 1 Alterations
- 2 Floor Coverings
- 3 Ironmongery
- 4 Tiling
- 5 Plumbing and drainage
- 6 Paintwork

Carried to Building Works Summary

-

Carried to Final Summary

	Balance brought forward		
	TOTAL	-	

	<u>FINAL SUMMARY</u>	<u>Page</u>	<u>Amount</u>
		-	-
1	SECTION 1 - PRELININARIES		
2	- SECTION 2 - BUILDING WORKS	-	
3	SECTION 3 - PROVISIONAL SUMS		
4	SECTION 4 - EXTERNAL WORKS		
	<u>CONTINGENCIES</u>		
	- Allow the sum of R50 000.00 (Fifty Thousand Rand for contingencies to be used or deducted in full at the representative/Agent's discretion		R 50,000.00
	- Sub-Total		
	<u>ADD</u>		
	Value Added Tax 15%		
	-		
	-		
	Carried to Form of Offer		

T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2a: RESOLUTION FOR SIGNATORY

Project Name:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No.	SCMU3-P22/23-0780- 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No.	SCMU3-P22/23-0780- 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:

1. * Delete which is not applicable
2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or
the National Council of Province
a member of the board of directors of
any municipal entity
an official of any municipality or
municipal entity

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)
a member of an accounting authority of any
national or provincial public entity
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, principal 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:

a member of any municipal
council
a member of any provincial
legislature

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)

a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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-P22/23-0780- NMA	CLOSING DATE	27 October 2022	CLOSING TIME:	11:00
DESCRIPTION	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES				
BRIEFING	COMPULSORY	11H00	LEVEL 1	24 OCTOBER 2022	
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)					
Tender Box Nelson Mandela Academic Hospital Level 2 Administration Block Sisson street Fortgale, 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"/> <input type="checkbox"/> <input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) 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]					
I. 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]		II. 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]		
III. SIGNATURE OF BIDDER		IV. DATE		
V. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
VI. TOTAL NUMBER OF ITEMS OFFERED			VII. TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE		

		DIRECTED TO:	
DEPARTMENT	ECDOH	CONTACT PERSON	047 505 2827
CONTACT PERSON	Mrs N Mfenguza	TELEPHONE NUMBER	047 505 2827
TELEPHONE NUMBER	047 502 4518/4488	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	Nobuntu.mfenguza@echealth.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Project Name:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

No.	Description of services, works or goods	Unit (e.g. m ² , m3, ton, etc.)	Quantity	Stipulated minimum threshold
1	High Tensile Steel Bar Reinforcement	Tons	8	100%
2	High tensile steel mesh Ref. 311	m2	75	100%
3	Galvanised brick reinforcement	m	1255	
4	Galvanised brick reinforcement	m	1052	
5	1,6 x 30mm Galvanised hoop iron tie 750mm long	no	22	
6	1,6 x 30mm Galvanised hoop iron tie 450mm long	no	22	
7	8mm Diameter steel dowel 100mm long	no	14	
8	IBR Roof covering with pitch not exceeding 25 degrees	M2	454	
9	IBR Roof covering with pitch not exceeding 10 degrees	M2	437	
10	Ridge capping	m	32	
11	Hip capping. m 62	m	62	
12	5 Side wall flashing m 31	m	31	
13	6 Counter flashing	m	26	

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

T2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2g: BBBEE Certificate or Sworn Affidavit

Project Name:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- NMA

Annexure A: Construction Programme

Project Name:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:	RENOVATION OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- NMA

Tenderers are required to submit proof of company experience as described in clause F.3.11.1 of the Tender Data (T1.2). 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:	RENOVATIONS OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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.....: (COMPLETION OF UROLOGY BUILDING)

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.

- 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.
- 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.
- 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:	RENOVATIONS OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- 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:	RENOVATIONS OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- NMA

DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

Renovations in Doctors head quarters houses.

OVERVIEW OF THE WORKS

Renovations in Doctors head quarters houses including paintwork, floor finish covering, and new stoves.

EXTENT OF THE WORKS

New renovations Internal and external paint, Ceiling and floors.

LOCATION OF THE WORKS

Nelson Mandela Academic Hospital, Mthatha

TEMPORARY WORKS

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

DRAWINGS

No drawings for this project

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

C3.2 PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

PROJECT DESCRIPTION:

.....

.....

.....

.....

Prepared by: T. Mavundla Office No. 317 KD. Matanzima Building Mthatha 5099 Tel: 047 505 2808 Email: thembikosi.mavundla@ecdpcw.gov.za	PRINCIPAL CONTRACTOR:	
	CEO (16.1 APPOINTEE):	
	TELEPHONE NUMBER:	
	FAX NUMBER	
	E-MAIL ADDRESS:	
	SIGNATURE:	

General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (DPWI) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Department of Public Works & Infrastructure (DPWI), irrespective whether the contract work constitutes construction work or not.

Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Official for the sole use by Department of Public Works & Infrastructure (DPWI). The issue date of this SHE Specification is **17 October 2022**.

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ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
DPWI	Department of Public Works & Infrastructure
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment

DEFINITIONS

Word/Phrase	Definition
WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
Construction work	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor	Any organization, person, entity performing activities for or on behalf of DPWI
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).
Hazard	Means a source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.

Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.

1. INTRODUCTION

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Department of Public Works & Infrastructure is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring DPWI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Department of Public Works & Infrastructure achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the Occupational Health, Safety and Environmental (SHE) Specification for Construction Work. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Department of Public Works & Infrastructure.

1.1. DPWI's commitment to Occupational Health, Safety & Environmental (SHE) Management

Department of Public Works & Infrastructure is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions off/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

1.2. Scope of the Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Department of Public Works & Infrastructure will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3. Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Department of Public Works & Infrastructure on compliance to the applicable legal requirements related to the activity/task/or process.

1.4. Change Management

Whenever Department of Public Works & Infrastructure identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes/revisions will be calculated through a collaborative processes between Department of Public Works & Infrastructure and the Principal

Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes/revisions and ensure implementation within the SHE Plan/File framework.

2. OVERVIEW OF CONTRACTOR MANAGEMENT PROCESS

- The contractor management process consists of the following phases:
 - Tender briefing and tender documentation;
 - Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
 - Appointed contractor to attend SHE system induction;
 - Preparation of SHE File by Principal Contractor;
 - Evaluation of SHE File;
 - Principal Contractor engagement phase;
 - Project close-out and submission of consolidated Health & Safety File.

3. SHE DOCUMENTATION

3.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes/procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

- Notification of construction work to the relevant Department of Labour (stamped on each page/no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COID Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Department of Public Works & Infrastructure.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- Demolition Methodology
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix /plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Toolbox talks pro-forma;
 - Fall protection inspections template;
 - First-aid box content template;

- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Ladder inspection template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspections templates of structures;
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor/Contractor's activities and organization.
- Emergency preparedness and response programmes;
- Medical examination tests
- Covid-19 Management Plan

3.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
 - a) Prepare a site specific SHE file based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to DPWI for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and DPWI induction.
 - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the DPWI SHE requirements as per the specification.
 - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
 - k) Sign the 37 (2) Agreement between DPWI and themselves before any work commences and kept on their SHE file.
 - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
 - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
 - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
 - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
 - p) Ensure the safety of employees who are taking legal medication.
 - q) Must hand over a consolidated SHE file at the end of the contract.
 - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.

- s) Investigate all incidents and report to DPWI and ensure all reportable incidents as per the legislative requirement are complied with.
- t) Ensure work is supervised by competent personnel and that work is done by competent employees.
- u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

3.3. Agreement with Mandatory (37.2)

- DPWI will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

3.4. Safety, Health & Environmental Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of DPWI.

3.5. Legislative Framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COIDA)
- Local Government by-laws and provincial ordinances

3.6. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

- The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;
- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.
- 2.7 Appointments and competencies
- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

3.7 Supervision of Construction Work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full time basis.
- DPWI should be informed in writing of the absence of the above-mentioned on site.

3.8. Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

3.9. Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

3.10. Notification of construction work

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Department of Public Works & Infrastructure will not approve the SHE File if no original stamped/certified copy of the notification of construction work has been done.

3.11. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

4. COMMITMENT TO SHE MANAGEMENT

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

5. HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of DPWI includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by DPWI as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

5.1. Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant DPWI Project with regard to SCMU Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;

- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to DPWI before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. **(PPE as the last resort)**

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

6. SAFE WORK PROCEDURES/METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

7. INCIDENT & ACCIDENT MANAGEMENT

7.1. Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to DPWI within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both DPWI and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to DPWI will be on the prescribed format.
- The Principal Contractor is required to provide DPWI with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide DPWI with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

7.2. Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.

- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- DPWI reserves the right to hold its own investigation into an incident or call for an independent external investigation.

7.3 Close-out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to DPWI Safety Officer conducting the investigation.

8. MEDICAL SURVEILLANCE

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before or within 14 days after a person commences employment, where any exposure exists or may exist, which comprises:
 - an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunisation shall be done accredited at/or by institutions or occupational health personnel, including, but not limited to:
 - Audiograms; cardio-respiratory examination / Lung function test; Chest X-rays; Eye/ sight tests.; a general physical examination; A review of previous medical history; Glucose levels; blood pressure.
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the DPWI Project Specialist or Appointed OHS Agent.

9. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that DPWI may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);

- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement/signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

First-aid

- The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).
- The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.
- The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

10. SAFETY, HEALTH & ENVIRONMENT TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

10.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

10.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as "occupational health and safety circles".

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

10.3 General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

Where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task.

Records of training on Safe Work Procedures / Safe Operating Standards will be retained.

Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

10.4 Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work.

He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within DPWI the Principal Contractor will ensure that all employees undergo the DPWI induction.

11. PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
 - Where the employee requests additional issue in excess of what is prescribed;
 - Where the employee has patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.
 - All employees shall, as a minimum, be required to wear the following personal protective equipment on any DPWI's projects:
 - Protective overalls;
 - Protective footwear;
 - Protective headwear; and
 - Eye, face and ear protection.
 - **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

14. PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between DPWI and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

15. REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and DPWI requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

16. SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site.

17. ACCOMMODATION ON SITE

No employees shall be accommodated on site.

18. WELFARE FACILITIES

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.
- The employer needs to provide his employees with the following:
 - Potable water for drinking;
 - Water and soap for hand washing
 - Toilet paper

19. COMPLIANCE MONITORING**19.1 Inspections**

- Contractors will be inspected at least once per week by the DPWI Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- DPWI reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by DPWI the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to DPWI) to ensure SHE Performance improvement.

19.2 Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the DPWI SHE Specification.

- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

19.3 Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by DPWI focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. DPWI reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

20. WORK STOPPAGES

There will be two (2) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

Overall Work Stoppages Will be Issued Where Non-Conformances are Identified Against the Criteria in the Following:

1. NOTIFICATION OF CONSTRUCTION WORK

- Local Department of Labour not notified of construction work before commencement of construction activities
- Notification of construction work not stamped by local Department of Labour (no fax copies)
- Copy of notification of construction work not available on site

2. PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER

- Proof of registration with Compensation Commissioner or other insurer not available
- Registration with Compensation Commissioner or other insurer not valid and up-to-date

3. POLICY COMMITMENT & SHE SPECIFICATION

- SHE Plan not compiled, approved by contractor management and available on site 4
- SECTION 37(2) AGREEMENT
- Signed section 37(2) Agreement not signed and available on site 5 RISK ASSESSMENTS
- Risk assessments not developed/ not applicable to scope of work issued by Client

4. CONSTRUCTION MANAGER

- No construction manager appointed / on site / Construction Manager not full time on site
- Appointed construction manager does not meet requirements

5. SITE SAFETY OFFICER

- No safety officer appointed/ available on site
- Safety officer does not meet requirements

6. SHE FILE

- No file on site

NB: Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

21. OPERATIONAL REQUIREMENTS

21.1. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by DPWI. Where areas are unsafe, they should be enclosed with barricading, e.g. are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- **Danger tape shall not be utilised to prevent personnel from entering into areas.**
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

21.2. WORKING AT HEIGHTS

- A pre-emptive risk assessment will be required for any work to be carried out above **two metres** from the ground or any floor level. This work will be classified as "work in elevated positions".
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer's head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by DPWI.

- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

201.3. SYMBOLIC SIGNAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- "Radio-Active Material" symbolic signs at radioactive storage areas.
- "Eye Protection" symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- "Ear Protection" symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on "Authorised Person Only" signs on entry. "No person shall enter the workplace or premises without the permission of the employer or user of the machinery".
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire-fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:

- “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- DPWI project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

21.4. USE AND STORAGE OF FLAMMABLES

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other source of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day’s quantity of flammable is to be kept in the workplace;

- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

21.5. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16 point format- available on site

21.6. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - Only spark-free hand and power tools are used

- No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
- Flameproof switches and fittings are to be used in the flammable atmosphere
- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
- Maintenance must include:
- Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
- Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

21.7. STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;

- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

21.8. HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

21.9. HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.

- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

21.10. PORTABLE ELECTRICAL EQUIPMENT

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.
 - The following requirements apply to portable lights:
 - Must be fitted with a robust non-hygroscopic non-conducting handle;
 - Live metal parts or parts which may become live must be protected against contact;
 - The lamp must be protected by a strong guard;
 - The cable lead-in must withstand rough handling;
 - Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
 - A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
 - When used in wet/damp/metal container conditions, the lamp must be protected.

21.12. LADDERS

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.

- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

21.13. CONSTRUCTION VEHICLES AND MOBILE PLANT

DPWI will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

All construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

21.14. DEMOLITION WORKS

- The contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- The contractor must ensure that a detailed structural engineering survey of the structure to be demolished is carried out by a competent person before the demolition work commences.

- Demolition works must be carried out under supervision of a competent person and must check the structural integrity of the building at regular intervals.
- The contractor must ensure that –
 - No floor, roof or other part of the structure is overloaded with debris or materials that would render the structure unsafe;
 - All practicable precautions are taken avoid danger of structure collapsing when the reinforcement is removed or cut; and
 - All practicable precautions are taken in the form of shoring or other means of preventing accidental collapsing.
- The contractor must provide convenient and safe means of accessing areas where demolition works takes place.
- The must carry all the demolition works safely as outlined in the CR14 (5)-(12).

22. COVID -19 SAFETY MANAGEMENT

22.1. 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.

22.3. Travel to work:

Principal Contractor is required to provide a safe transportation of its employees to and from the work place. The 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.

22.4. 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.

22.5. 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.

22.6. 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.

22.7. 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.

22.8. 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

22.9. 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.

22.10. 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:

<ul style="list-style-type: none"> • Taps and washing facilities • Toilet flush and seats • Door handles and push plates • Hand rails on staircases and corridors • Lift and hoist controls 	<ul style="list-style-type: none"> • 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
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<ul style="list-style-type: none"> • Rubbish collection and storage points should be increased and emptied regularly throughout and at the end. 	<ul style="list-style-type: none"> • Key boards, photocopiers and other office equipment
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22.11. 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.

22.12. 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.

22.17. Reporting of COVID-19 Cases

- Appointed Principal Contractor is required to immediately inform the DPWI should one of its employees 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.

22.18. COVID-19 Requirements to be meet 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.

23. 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.

24. MONTHLY REPORTING

- The Principal Contractor is required to provide DPWI with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

25. PROJECT CLOSE-OUT

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

ACKNOWLEDGEMENT

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.

.....
Signature of Contractor

.....
Date

.....
Signature of Client/Agent

.....
Date

ANNEXURE 1: BASELINE RISK ASSESSMENT

Task/Activity	Hazard	Risk	Consequence	Rating	Controls
Transportation of material to site	<ul style="list-style-type: none"> Unsafe road conditions Un-road worthy vehicles Equipment and material not safely secured Incompetent drivers Driving under the influence of alcohol Inclement weather Speeding Slippery road Narrow road 	<ul style="list-style-type: none"> Overturning vehicles Vehicle collisions 	<ul style="list-style-type: none"> Injuries Property damages Third party liability 	M	<ul style="list-style-type: none"> Adherence to the speed limit Only competent/authorised drivers should operate the vehicle Inspection of vehicles Equipment and material to be properly secured Alcohol testing to be done The road to be paved to prevent accidents Traffic control to be implemented to avoid collisions
Offloading of material	<ul style="list-style-type: none"> Faulty machinery Poor ergonomics Equipment (suspended load) falling on employees Unsafe slings and guide ropes Uneven surface 	<ul style="list-style-type: none"> Hands can be caught in between materials Obstructed walkways by materials Unsafe stacking of materials 	<ul style="list-style-type: none"> Hand injuries Back injuries 	M	<ul style="list-style-type: none"> The correct PPE must be worn Designate the stacking areas and put signs Stacking and storage inspector must be appointed and in charge
Clearing the worksite	<ul style="list-style-type: none"> Dust generation 	<ul style="list-style-type: none"> Inhalation of dust 	<ul style="list-style-type: none"> Respiratory irritation Allergic reaction Sinusitis 	M	<ul style="list-style-type: none"> Wear job specific PPE Suppress dust with water
Site establishment	<ul style="list-style-type: none"> Sharp objects/wires Uneven surface Faulty connection 	<ul style="list-style-type: none"> Cuts Slips and trips Damage to services Using the environment 	<ul style="list-style-type: none"> Injuries Back strains and injuries Crime, theft, fights 	M	<ul style="list-style-type: none"> Supervisors to plan during site set up and induct employees A competent electrician must be appointed to

	<ul style="list-style-type: none"> Poor ergonomics Falling objects Inadequate security services Not enough welfare facilities e.g. toilets, change rooms and lockers 	not as ablution facilities	<ul style="list-style-type: none"> Contracting of communicable diseases Soil, water pollution 		connect electrical wires to the site offices and Distribution Board. <ul style="list-style-type: none"> Ensure there are welfare facilities on site for health and hygiene purposes Awareness on hygiene and use of ablution facilities Detailed Risk Assessment must be drawn before any
Working at heights	<ul style="list-style-type: none"> Unstable platforms Unsafe ladders and scaffolding 	Fatal falls often resulting to permanent disabilities and death	<ul style="list-style-type: none"> Serious body injuries Death in worst cases 	H	<ul style="list-style-type: none"> The Principal contractor will be required to submit with health and safety plan the fall prevention plan, including a risk assessment and working at height questionnaire for employees. Include in the fall prevention plan a process for the evaluation of the employee's medical fitness. Roof erectors are to be competent to carry the work. Safe access to the roof must be carefully planned in order to select the most appropriate method and equipment.
Entry and exit	<ul style="list-style-type: none"> No access control 	<ul style="list-style-type: none"> Unauthorized entry into the construction site 	<ul style="list-style-type: none"> Injuries to employee Theft of tools and material 	M	<ul style="list-style-type: none"> Appoint a full time, PSIRA registered security guard on Site.
Site security	<ul style="list-style-type: none"> Unsafe camp site 	<ul style="list-style-type: none"> Inadequate security / 	<ul style="list-style-type: none"> Injuries, theft / 	M	Appoint PSIRA accredited security guard

		no security	criminal activities		
Locating existing pipes/ services	<ul style="list-style-type: none"> Existing underground services 	<ul style="list-style-type: none"> Explosion, Electrocution Damage to services 	<ul style="list-style-type: none"> Injuries Property damages 	M	<ul style="list-style-type: none"> Get existing pipe drawings Check relevant Authority (e.g. power, water, gas, council) records for location of services. If in doubt use experienced/ accredited service locators. When using hand prodders to locate pipes, prodders must never be driven in to the ground by hammers or other implements.
	<ul style="list-style-type: none"> Installation of a pipe 	<ul style="list-style-type: none"> Poor lifting technique Manual handling Falling of material Incorrect connections 	<ul style="list-style-type: none"> Hand injuries Back pains Property damage Loss of services 	M	<ul style="list-style-type: none"> Safe working method must be implemented Supervision Correct PPE must be worn
	<ul style="list-style-type: none"> House connections 	<ul style="list-style-type: none"> Unsafe connections 	<ul style="list-style-type: none"> Loss of services 	M	<ul style="list-style-type: none"> Safe working procedure must be implemented.
Storage of materials on site	<ul style="list-style-type: none"> Poor stacking and storage 	Trips and falls	Injuries	L	Proper stacking storage of materials at designated places.
Storage of HCS	<ul style="list-style-type: none"> Hazardous chemical substance Improper labelling of chemical containers 	<ul style="list-style-type: none"> Inhalation Skin contact Contact with combustion sources Accidental consumption of flammable liquids 	<ul style="list-style-type: none"> Respiratory illnesses Dermatitis Fires Illnesses 	M	<ul style="list-style-type: none"> Use chemicals in a ventilated environment Provide MSDS Provide proper PPE Train employees on the content of MSDS Train employees on the hazards associated with the use of chemicals

Housekeeping	<ul style="list-style-type: none"> Poor housekeeping 	<ul style="list-style-type: none"> Slip, trip and fall injuries 		L	<ul style="list-style-type: none"> Maintain proper housekeeping on site Remove waste on a regular basis from site
Plastering	<ul style="list-style-type: none"> Unsafe tools being used Manual mixing of concrete 	<ul style="list-style-type: none"> Skin irritation Ergonomic stress 	<ul style="list-style-type: none"> Dust inhalation 	M	<ul style="list-style-type: none"> Use of PPE Guarding off site on work areas
Paintwork	<ul style="list-style-type: none"> Skin irritation Fumes inhalation 	<ul style="list-style-type: none"> Dermatitis Respiratory diseases 	<ul style="list-style-type: none"> Breathing problems Allergic reactions 	H	<ul style="list-style-type: none"> Use of PPE Certify workers medically fit for such work
Demolition Works	<ul style="list-style-type: none"> Dust Collapsing of the structure 	<ul style="list-style-type: none"> Noise NIHL 	<ul style="list-style-type: none"> Hearing loss Noise pollution 	H	<ul style="list-style-type: none"> Guarding/barricading of site Appoint demolition supervisor Develop a demolition plan

PART C4: SITE INFORMATION

C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	RENOVATIONS OF DOCTORS HEAD QUARTERS HOUSES
Tender No:	SCMU3-P22/23-0780- NMA

The existing structure is situated in sir Henry Elliot Hospital, Mthatha. The property has coordinates of [--31.59246, 28.77486](#)

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