

TENDER

ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL BID NO: SCMU3-23/24-0686-HO

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 15 March 2024

TIME: 11:00 am

Deliver to:

**EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE,
situated at the following address:**

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

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THE TENDER

PART T1

TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Health invites contractors with a CIDB Grading of **CIDB 6GB** or higher in the following class of works (**CIDB 6GB or higher**) to tender for the “**ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL**” for a **(11) Eleven-month** contract. The contract will be based on the JBCC Edition 6.2 of 2018 and **The Eastern Cape Department of Health** will enter a contract with the successful tenderer.

BID DOCUMENTS MAY BE OBTAINED FROM THE ECDOH & TREASURY WEB SITES AT NO COST:

There will be a compulsory briefing meeting on **28 February 2024 @ 11h00, at OT HALL at NKQUBELA TB HOSPITAL**, Billie Road, Mdantsane Unit 4, Mdantsane. Prospective bidders to meet at the informal grassed parking area situated outside the main entrance gate of the hospital site at **11h00**.

Queries & Technical enquiries relating to the issue of these documents may be addressed in writing to Ms. T Notshe via email: thabisa.notshe@echealth.gov.za or Phone: 040 608 9501

The closing time for receipt of tenders by **The Eastern Cape Department of Health** is **11:00am on 15 March 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**TENDER: ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL**” must be deposited in the bid/tender box of:

EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE,

situated at the following address:

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

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

This bid will be evaluated in Two (2) Phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated in terms of Price & Specific Goals

Phase Two: Price & Specific targeted goals in terms of the Preferential procurement regulations of 2022.

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

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

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, bid conditions and rules are detailed in the bid document under Tender Data.

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

Tender validity period is **90 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked: **“ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL”** must be deposited in the tender / bid box:

EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE,

situated at the following address:

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

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

Ms. T Notshe via email : thabisa.notshe@echealth.gov.za

PART T1.2: TENDER DATA

T1.2 Tender Data

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

Clause number	Tender Data
3.1	The Employer is Health
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender.</p> <p>T1.2 - Tender data</p> <p>Part T2 : Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 BHISHO.</p> <p>Ms. T Notshe via email: thabisa.notshe@echealth.gov.za Phone No. 040 608 9501</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Procurement Method: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations

4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB CIDB 6GB or Higher class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; in GB class of works. the lead partner has a contractor grading designation in the CIDB 6GB or higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB 6GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. <p>4. Joint Venture Agreement. 5. Combined BBBEE Certificate in the case of Joint Venture.</p>
4.2	<p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p>Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.</p>
4.11	<p>Main tender offers are not required to be submitted together with alternative tenders.</p>

4.12	No alternative tender offers will be considered
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original. Submit</p> <p>a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and</p> <p>b) the parts communicated electronically by the employer of its agents on paper format with the tender.</p>
4.13.2	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.</p>
4.13.3	<p>A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.</p>
4.13.4	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE,</p> <p>situated at the following address:</p> <p>GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 (OPPOSITE ENGINE GARAGE), BHISHO.</p> <p>Tender / Bid identification details: ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL</p> <p>Closing time and date: As per Tender advertisement</p>
4.13.5	<p>The tenderer is required to submit with his tender the following compulsory certificates:</p> <p>1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.</i></p> <p>2) CIDB Grading certificate or CRS number.</p> <p>3) COIDA Letter of Good standing from the Department of Labour</p>
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.</p>
4.15.1	<p>The tender offer validity period is 90 days. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional</p>

	period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

	<p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P/P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P_m/P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative compliance, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Price and preference (80/20 system)</p>																
	<p>1. <u>PHASE ONE:</u></p> <p>A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <p>1. Bid Document (This Document must be submitted in its original format)</p> <p>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</p> <p>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</p>																
	<p>4. Bidders must be a legal entity.</p> <p>5. Form of offer and Acceptance (fully completed and signed)</p> <p>6. SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.</p> <p>7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit) (% split to be indicated for each JV partner)</p> <p>8. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).</p> <p>9. Resolution to Sign (if applicable)</p> <p>10. Attendance of compulsory briefing meeting</p> <p>11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</p> <p>12. Other Conditions of bid</p> <p>13. The tenderer is required to submit with his tender the following compulsory certificates:</p> <p>14. A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report</p>																

	<p>showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.</p> <p>15. CIDB Grading certificate or CRS number.</p> <p>16. COIDA Letter of Good standing from the Department of Labour</p> <p>17. ECDOH SCM Policy applies.</p> <p>18. Returnable Schedule: SBD1-Invitation to bid must be completed and signed</p> <p>19. The bidder must be registered on the Central Supplier Database (CSD) before the Tender Closing Date.</p> <p>20. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</p> <p>21. Declaration of Employees of the State or other State Institutions.</p> <p>22. Due Diligence In-Loco Inspection of the Bidder / or JV. As part of its due diligence obligations, the Department of Health reserves the right to do an In-Loco inspection of the offices and premises of the Bidder / or JV to verify the existence of the business ENTERPRISE as declared on the SBD1 form.</p> <p>23. In the event where the In-Loco Inspections find inconsistencies and or misrepresentation in terms of what has been declared on the SBD 1, the Bidder will be notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify such.</p> <p>24. The Bidder who complies with the Due Diligence In-Loco Inspection evaluation criteria, may then be considered for recommendation for award.</p> <p>25. In the event where the Bidder has failed to rectify the inconsistencies and or misrepresentations within the 7 (seven) day period, the Health Department shall consider the Bidder who scored the 2nd highest points to be considered for award.</p> <p>26. The Department will contract with the successful bidder by signing a formal contract.</p> <p>27. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p> <p>28. Protection of personal information: Consent (POPIA)</p>								
	<p>29. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018)</p>								
	<p>1. <u>PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022</u></p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000</i> (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>B-BBEE</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of W_1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</p>	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								

5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	<ul style="list-style-type: none"> g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. A letter of Good standing from the Labour Department is a compulsory mandatory requirement. k) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. l) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. m) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.

	<p>n) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes.</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> SBD 1, SBD 4 SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 Proposed amendments and qualifications. Protection of personal content: Consent POPIA Valid CIDB Certificate of Tenderer Valid Department of Labour COIDA Letter of Good Standing Certificate. Proof of Specific Goals Claimed Part C1.1 Form of Offer and Acceptance Part C1.2 Contract Data Part C2.2 Bills of Quantities Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). Record of addenda issued (Only if addenda is issued) Resolution for Signatory Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture) Proof of Registration on the National Treasury Central Supplier Data Base (CSD) A CSD Report for a contractor with valid and correct information
3	<p>Other documents required for tender evaluation purposes.</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> None
4	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.</p>

	<p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
5	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.</p>
6	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
7	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
8	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person; the capacity in which that person is in the service of the state; and the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.</p>

10	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
11	<p>Scoring quality / functionality: Not applicable to this tender</p>
12	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in on the Tender Notice Board of the SCM Department and if applicable, on the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
13	<p>Dispute resolution mechanism will be done through the SCM Department and thereafter the Adjudication route.</p>
14	<p>The department, when it takes action against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>

PART T2

RETURNABLE DOCUMENTS

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid/quotation evaluation purposes.

- SBD 1, SBD 4
- SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
- Proposed amendments and qualifications.
- Protection of personal content: Consent
- Valid CIDB Certificate of Tenderer
- Valid Department of Labour COIDA Letter of Good Standing Certificate.
- Proof of Specific Goals Claimed
- Part C1.1 Form of Offer and Acceptance
- Part C1.2 Contract Data
- Part C2.2 Bills of Quantities
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Resolution for Signatory
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)
- Proof of Registration on the National Treasury Central Supplier Data Base (CSD)

2 Other documents required for bid/quotation evaluation purposes.

- Nil

3 Returnable Schedules that will be incorporated into the contract

- SBD 1, SBD 4
- SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
- Proposed amendments and qualifications.
- Protection of personal content: Consent
- Valid CIDB Certificate of Tenderer
- Valid Department of Labour COIDA Letter of Good Standing Certificate.
- Proof of Specific Goals Claimed
- Part C1.1 Form of Offer and Acceptance
- Part C1.2 Contract Data
- Part C2.2 Bills of Quantities

PART A

SBD 1

INVITATION TO BID

CSD registered service providers (CIDB Grading of CIDB 6GB Contractor or higher) are hereby invited to bid for the services required by the Eastern Cape Department of Health					
BID NUMBER:	SCMU3-23/24-0686-HO		CLOSING DATE:	15 March 2024	CLOSING TIME: 11:00
DESCRIPTION:	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, situated at the following address:					
GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 (OPPOSITE ENGINE GARAGES), BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. T Notshe		CONTACT PERSON	Ms. T Notshe	
TELEPHONE NUMBER	040 608 9501		TELEPHONE NUMBER	040 608 9501	
E-MAIL ADDRESS	thabisa.notshe@echealth.gov.za		E-MAIL ADDRESS	thabisa.notshe@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<p>An SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 IS TO BE SUBMITTED TO CLAIM DEPARTMENTAL SPECIFIC GOAL POINTS</p> <p>a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.</p> <p>b) The Specific Goals supporting documents required to verify claimed points are in line with the specified requirements include:</p> <ul style="list-style-type: none"> Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no. Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no. Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no. Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof. Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status. Locality Ownership: Proof of business address (municipal account or valid lease agreement) Updated CSD report 					

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 SUBMISSION OF A COIDA LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR IS MANDATORY</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.8 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
<p>3. SPECIAL CONDITIONS OF BID</p> <p>3.1 The Eastern Cape Department of Health shall do an In-LoCo inspection of the Bidders premises, to verify the following details:</p> <p>i. The existence of the business ENTERPRISE as declared on the SBD1 form.</p> <p>ii. The existence of the resources as declared on the SBD1 forms, Pricing Schedules and relevant mandatory returnable schedules.</p> <p>3.2 In the event where the In-LoCo Inspections find inconsistencies and or misrepresentation in terms of what has been declared on the SBD1 forms, Pricing Schedules and relevant mandatory information, the Bidder will be notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify such.</p> <p>3.3 The Bidder who complies with the In-LoCo Inspection evaluation criteria, may then be considered to proceed to the Evaluation Stage 2.</p> <p>3.4. In the event where the Bidder has failed to rectify the inconsistencies and or misrepresentations within the 7 (seven) day period, the Health Department shall consider the Bidder who scored the 2nd highest points to be inspected, and if compliant, recommended to proceed to the Evaluation Stage 2.</p>

SIGNATURE OF BIDDER:

DATE:

.....

.....

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

Compulsory Enterprise Questionnaire

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

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

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

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- 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;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

RECORD OF ADDENDA TO BID DOCUMENTS

BID DESCRIPTION		ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL	
SCMU NUMBER		SCMU3-23/24-0686-HO	
I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

BID DESCRIPTION	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
SCMU NUMBER	SCMU3-23/24-0686-HO

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

Signed

Date

Name

Position

Enterprise name

RESOLUTION FOR SIGNATORY

BID DESCRIPTION	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
SCMU NUMBER	SCMU3-23/24-0686-HO

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 or on company letter head.

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company
, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

BID DESCRIPTION	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL	
SCMU NUMBER	SCMU3-23/24-0686-HO	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

SBD 6.1

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

BID DESCRIPTION	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
SCMU NUMBER	SCMU3-23/24-0686-HO

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner

required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be

supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

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

- a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- b) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:
 - Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.
 - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
 - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
 - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.
 - Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.
 - Locality Ownership: Proof of business address (municipal account or valid lease agreement)
 - Updated CSD report

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

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

(ATTACH HERE)

VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)

***VALID DEPARTMENT OF LABOUR COIDA LETTER OF
GOOD STANDING CERTIFICATE
(ATTACH HERE)***

SERVICE PROVIDERS MUST SUBMIT PROOF OF ITS SPECIFIC GOALS POINTS CLAIMED / STATUS OF CONTRIBUTOR.

The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.*
- *Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*
- *Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.*
- *Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
- *Updated CSD report*

(ATTACH HERE)

POPIA

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Department of Health obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Health from time to time. The Department of Health confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

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

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

AGREEMENT

1. The Department of Health and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations

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

On behalf of the Bidder:

.....
Signature	Date
.....
Position	Name of the Bidder

On behalf of the Client:

.....
Signature	Date
.....
Position	Name of Client Representative

THE CONTRACT

PART C1

AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid Description	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
SCMU number	SCMU3-23/24-0686-HO

OFFER

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

CIDB Grading of CIDB 6GB Contractor or higher for the “ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL.”

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 VALUE ADDED TAX IS

.....
.....

.....Rand (in words);

R(in figures) (or
other suitable wording)

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

Signature

.....
Name

Capacity

.....
for the tenderer

.....
(Name and address of organization)

Name and signature

of witness Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature

.....
Name: Mrs S. Gede

Capacity:
Acting Head of the Eastern Cape Department of Health

for the Employer

Eastern Cape Department of Health
Dukumbana Building, Independence Avenue
BHISHO

(Name and address of organization)

Name and signature _____
of witness Date

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

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

listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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

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

PART C1.2: CONTRACT DATA

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
Reference number	SCMU3-23/24-0686-HO
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Mdantsane
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City Metropolitan – East London (Mdantsane)

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Health
Business registration number	N/A
VAT/ number	N/A
Country	South Africa
Employer's representative: Name	Thabisa Notshe
Telephone number	040 608 9501

Physical address	EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 BHISHO.
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A4.0 Principal Agent [1.1]

Name	MDA Architects		
Legal entity of above	MDA Architects cc	Contact person	Pat Dalglish
Practice number		Telephone number	043 748 1391
		Mobile number	082 774 1383
Country	South Africa	E-mail	pat@mdaarch.co.za
Postal address			
Physical address	17 Bonza Bay Road, Beacon Bay, East London	Postal Code	5241

A5.0 Agent [1.1]

Discipline	Architect		
Name	MDA Architects		
Legal entity of above	MDA Architects cc	Contact person	Pat Dalglish
Practice number		Telephone number	043 748 1391
		Mobile number	082 774 1383
Country	South Africa	E-mail	pat@mdaarch.co.za
Postal address			
Physical address	17 Bonza Bay Road, Beacon Bay, East London	Postal Code	5241

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	

Country	South Africa	E-mail		
Postal address			Postal Code	
Physical address			Postal Code	

A7.0 Agent [1.1]

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

A8.0 Agent [1.1]

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

A9.0 Agent [1.1]

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

A10.0 Agent [1.1]

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

A11.0 Agent [1.1]

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

A12.0 Agent [1.1]

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

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations, and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

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

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contract drawings – description	Number	Revision	Date
Site Plan	MDA477F- NH200		30.01.2024
Sections	MDA477F- NH201		30.01.2024

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

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

and/or

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

		contract sum + 10%	5% of each and every claim
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R20 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	<p>The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOHs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, fans and walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. The following specific fencing is required. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities</p> <p>The contractor shall keep the site, structures, etc. well-watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent.</p>		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	07h30 to 17h00 Weekdays only		

Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

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

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

<p>Section 1</p>	<p>Note: Section 1 can commence, after possession of site has been given to the Contractor.</p> <p>Section 1 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 1</p> <ul style="list-style-type: none"> - Remove entire asbestos roof sheeting. - Remove asbestos barge and fascia boards. - Carefully remove and set aside aluminium gutters and downpipes. - Remove half round PVC gutters and 75mm downpipes. - Carefully remove and set aside barge boards and fascia boards. - New 'Klip Tite' roof covering including necessary flashings. - New fibre cement 10 x 225mm barge and fascia boards, including painting. - New 6mm eaves and verge soffit flat sheet covering including painting. - New 150 x 100mm Ogee aluminium roof gutters. - New 75 x 100mm aluminium rainwater pipes. - Remove damaged Gypsum ceiling boards - New gypsum ceiling boards including brandering and skimming and painting. - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames. - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position. <p>Pharmacy Building – 1</p> <ul style="list-style-type: none"> • Apply liquid rubber waterproof paint to existing asbestos roofs. • Remove damaged Gypsum ceiling boards • New gypsum ceiling boards including brandering and painting.
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<p>Section 2</p>	<p>Note: Section 2 and only commence, after practical completion has been achieved for Section 1</p> <p>Section 2 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 2</p> <ul style="list-style-type: none"> - Remove entire asbestos roof sheeting. - Remove asbestos barge and fascia boards. - Carefully remove and set aside aluminium gutters and downpipes. - Remove half round PVC gutters and 75mm downpipes. - Carefully remove and set aside barge boards and fascia boards. - New 'Klip Tite' roof covering including necessary flashings. - New fibre cement 10 x 225mm barge and fascia boards, including painting. - New 6mm eaves and verge soffit flat sheet covering including painting. - New 150 x 100mm Ogee aluminium roof gutters. - New 75 x 100mm aluminium rainwater pipes. - Remove damaged Gypsum ceiling boards - New gypsum ceiling boards including brandering and skimming and painting. - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames. - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.
<p>Section 3</p>	<p>Note: Section 3 and only commence, after practical completion has been achieved for Section 2</p> <p>Section 3 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 3</p> <ul style="list-style-type: none"> - Remove entire asbestos roof sheeting. - Remove asbestos barge and fascia boards. - Carefully remove and set aside aluminium gutters and downpipes. - Remove half round PVC gutters and 75mm downpipes. - Carefully remove and set aside barge boards and fascia boards. - New 'Klip Tite' roof covering including necessary flashings. - New fibre cement 10 x 225mm barge and fascia boards, including painting. - New 6mm eaves and verge soffit flat sheet covering including painting. - New 150 x 100mm Ogee aluminium roof gutters. - New 75 x 100mm aluminium rainwater pipes. - Remove damaged Gypsum ceiling boards - New gypsum ceiling boards including brandering and skimming and painting. - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames. - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.

<p>Section 4</p>	<p>Note: Section 4 and only commence, after practical completion has been achieved for Section 3</p> <p>Section 4 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 4</p> <ul style="list-style-type: none"> - Remove entire asbestos roof sheeting. - Remove asbestos barge and fascia boards. - Carefully remove and set aside aluminium gutters and downpipes. - Remove half round PVC gutters and 75mm downpipes. - Carefully remove and set aside barge boards and fascia boards. - New 'Klip Tite' roof covering including necessary flashings. - New fibre cement 10 x 225mm barge and fascia boards, including painting. - New 6mm eaves and verge soffit flat sheet covering including painting. - New 150 x 100mm Ogee aluminium roof gutters. - New 75 x 100mm aluminium rainwater pipes. - Remove damaged Gypsum ceiling boards - New gypsum ceiling boards including brandering and skimming and painting. - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames. - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.
<p>Section 5</p>	<p>Note: Section 5 and only commence, after practical completion has been achieved for Section 4</p> <p>Section 5 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 5</p> <ul style="list-style-type: none"> • Remove entire asbestos roof sheeting. • Remove asbestos barge and fascia boards. • Remove half round PVC gutters and 75mm downpipes. • New 'Klip Tite' roof covering. • New fibre cement 10 x 225mm barge and fascia boards, including painting. • New 6mm eaves and verge soffit flat sheet covering including painting. • New 150 x 100mm Ogee aluminium roof gutters. • New 75 x 100mm aluminium rainwater pipes • Remove damaged ceiling boards. • New gypsum ceiling boards and cornices including brandering and painting.

<p>Section 6</p>	<p>Note: Section 6 and only commence, after practical completion has been achieved for Section 5</p> <p>Section 6 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>Phase 6</p> <ul style="list-style-type: none"> • Remove entire asbestos roof sheeting. • Remove asbestos barge and fascia boards. • Remove half round PVC gutters and 75mm downpipes. • New 'Klip Tite' roof covering including necessary flashings. • New fibre cement 10 x 225mm barge and fascia boards, including painting. • New 6mm eaves and verge soffit flat sheet covering including painting. • New 150 x 100mm Ogee aluminium roof gutters. • New 75 x 100mm aluminium rainwater pipes • Remove damaged ceiling boards. • New gypsum ceiling boards and cornices including brandering and painting. • Remove existing vinyl flooring. • New vinyl sheeting to floors. • Remove steel window and frame size 1961 x 1190mm high and making good cement plaster one side and face brick work on the other side. • New purpose made aluminium window
<p>Section 7</p>	<p>Note: Section 7 can commence, after possession of site has been given to the Contractor.</p> <p>Section 7 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)</p> <p>EXTERNAL WORKS</p> <p>Covered walkways and Parking</p> <ul style="list-style-type: none"> • Remove entire asbestos roof sheeting including timber rafters and beams. • Taking out and removing steel posts by cutting down to concrete level and preparing surface to receive new baseplates and posts. • New base plates, steel columns and beams including bolts and fasteners etc. • New steel purlins. • New 'Klip Tite' roof coverings including necessary flashings. • New 'Polycarbonated IBR Klip Tite' side cladding fixed to purlins. • New fibre cement 10 x 225mm fascia boards, including painting. • Remove half round PVC gutters and 75mm downpipes. • New 75 x 75mm Ogee aluminium roof gutters. • New 75 x 75mm aluminium rainwater pipes. • Remove existing carport green shade cloth, overall size 15.07 x 4.6m. • New green shade cloth including necessary straining wires.

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

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

or where **sections** are applicable N/A

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in weeks	Penalty amount per calendar day (excl. tax)
Section 1	Refer to clause 12.1.5	10 Working days	7 weeks	0.3c/R100 of Contract amount
Section 2	After Practical Completion of Section 1	10 Working days	7 weeks including 1 week of decanting	0.3c/R100 of Contract amount
Section 3	After Practical Completion of Section 2	10 Working days	7 weeks including 1 week of decanting	0.3c/R100 of Contract amount
Section 4	After Practical Completion of Section 3	10 Working days	7 weeks including 1 week of decanting	0.3c/R100 of Contract amount
Section 5	After Practical Completion of Section 4	10 Working days	8 weeks including 1 week of decanting	0.3c/R100 of Contract amount
Section 6	After Practical Completion of Section 5	10 Working days	8 weeks including 1 week of decanting	0.3c/R100 of Contract amount
Section 7	Refer to clause 12.1.5	10 Working days	44 weeks	0.3c/R100 of Contract amount

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

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	30th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	Base date = N/A
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

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

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	No
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas. Refer to C13 (Areas of site establishment and hoardings)	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		Refer to C3.1 (Scope of works)	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		Refer to C3.1 (Scope of works)	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion

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

DEFAULT INTEREST: No Clause

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

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

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

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

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

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

5.0 Documents

Replace Clause 5.4 with the following:

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

Replace Clause 5.5 with the following:

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

6.0 Employer's Agents

Replace Clause 6.5 with the following:

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

Add the following as 6.7:

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

8.0 Works Risk

Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

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

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to **the works**

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

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

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

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Replace Clauses 11.1, 11.1.1, 11.1.2, 11.2.1 and 11.2.2 with the following:

The security to be provided by the contractor to the employer will be a payment reduction of ten per cent (10) of the value certified in the payment certificate (excluding VAT).

11.3 No Clause

11.4 No Clause

11.5 No Clause

11.6 No Clause

11.6 No Clause
11.7 No Clause
11.8 No Clause
11.9 No Clause
11.10 No Clause

12.0 Obligations of the Parties

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

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

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

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

Replace Clause 12.2.5 with the following:

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

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

Add the following as Clause 12.2.23:

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

19.0 Practical Completion

Replace Clause 19.5 with the following:

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

21.0 Defects Liability Period and Final Completion

Clause 21.0

Replace Clause 21.1 with the following:

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

Replace Clause 21.6 with the following:

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

And/or

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

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

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

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

Add the following as Clause 21.14:

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

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:

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

Replace Clause 24.2 with the following:

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

Replace Clause 24.2.1 with the following:

The actual or deemed date of practical or final- completion, of the works, or a section thereof [23.7.1]

25.0 Payment

Replace Clause 25.2 with the following:

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

Add the following to Clause 25.3:

25.3.12 Tax Invoice

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

Replace Clause 25.10 with the following:

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

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

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

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

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

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

25.12.3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.4 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

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

27.0 Recovery of Expense and/or Loss

Clause 27.0

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

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

27.1.5 No Clause

Replace Clause 27.5 with the following:

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

29.0 Termination

Clause 29.0

Add the following as Clause 29.1.4:

The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Add the following as Clause 29.1.5:

The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Add the following as Clause 29.1.6:

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

Replace Clause 29.7 with the following:

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

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:

The payment reduction until the final payment is made;

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

30.0 Dispute Resolution

Replace Clause 30.2 with the following:

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

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.

Replace Clause 30.9 with the following:

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

30.10 No Clause

30.12 No Clause

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	A
Option A	Fixed construction guarantee of 10% of the contract		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

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

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

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Provision of particulars

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

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

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

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

Failure to provide particulars within the period stated

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

Lump sum contract

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

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
 (name of company / organization) of

 (address) and
 (name of company / organization) of

 . (address) (the Parties) and (name) of

 (address) (the Adjudicator).

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

SIGNED by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for and
behalf of the second Party in
the presence of

SIGNED by: _____

Name: _____

the Adjudicator in the presence
of

Witness _____

Name: _____

Address: _____

Witness: _____

Name _____

Address: _____

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

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

* Delete as necessary

PART C2

PRICING DATA

PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, the additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). 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, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

PART C2.2 – BILLS OF QUANTITIES

PART C3

SCOPE OF WORKS

C3 SCOPE OF WORK

C3 Scope of Work

Bid Description:	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
Tender No:	SCMU3-23/24-0686-HO

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS: ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL

Prospective bidders are to be made aware that the site is an occupied site and works will be completed in stages to accommodate the users of the facility. Each completed stage will be assessed on completion and approved by the Principal Agent before works commences further. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained. The sequence allows for ease of decanting into already fixed wards.

The works shall be completed in the following sequence:

Note: Section 1 can commence, after possession of site has been given to the Contractor.

Section 1 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 1

- Remove entire asbestos roof sheeting.
 - Remove asbestos barge and fascia boards.
 - Carefully remove and set aside aluminium gutters and downpipes.
 - Remove half round PVC gutters and 75mm downpipes.
 - Carefully remove and set aside barge boards and fascia boards.
 - New 'Klip Tite' roof covering including necessary flashings.
 - New fibre cement 10 x 225mm barge and fascia boards, including painting.
 - New 6mm eaves and verge soffit flat sheet covering including painting.
 - New 150 x 100mm Ogee aluminium roof gutters.
 - New 75 x 100mm aluminium rainwater pipes.
 - Remove damaged Gypsum ceiling boards
 - New gypsum ceiling boards including brandering and skimming and painting.
 - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames.
 - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.

Pharmacy Building – 1

- Apply liquid rubber waterproof paint to existing asbestos roofs.
- Remove damaged Gypsum ceiling boards
- New gypsum ceiling boards including brandering and painting.

Note: Section 2 and only commence, after practical completion has been achieved for Section 1

Section 2 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 2

- Remove entire asbestos roof sheeting.
 - Remove asbestos barge and fascia boards.
 - Carefully remove and set aside aluminium gutters and downpipes.
 - Remove half round PVC gutters and 75mm downpipes.
 - Carefully remove and set aside barge boards and fascia boards.
 - New 'Klip Tite' roof covering including necessary flashings.
 - New fibre cement 10 x 225mm barge and fascia boards, including painting.
 - New 6mm eaves and verge soffit flat sheet covering including painting.
 - New 150 x 100mm Ogee aluminium roof gutters.
 - New 75 x 100mm aluminium rainwater pipes.
 - Remove damaged Gypsum ceiling boards
 - New gypsum ceiling boards including brandering and skimming and painting.
 - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames.
 - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.

Note: Section 3 and only commence, after practical completion has been achieved for Section 2

Section 3 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 3

- Remove entire asbestos roof sheeting.
 - Remove asbestos barge and fascia boards.
 - Carefully remove and set aside aluminium gutters and downpipes.
 - Remove half round PVC gutters and 75mm downpipes.
 - Carefully remove and set aside barge boards and fascia boards.
 - New 'Klip Tite' roof covering including necessary flashings.
 - New fibre cement 10 x 225mm barge and fascia boards, including painting.
 - New 6mm eaves and verge soffit flat sheet covering including painting.
 - New 150 x 100mm Ogee aluminium roof gutters.
 - New 75 x 100mm aluminium rainwater pipes.
 - Remove damaged Gypsum ceiling boards
 - New gypsum ceiling boards including brandering and skimming and painting.
 - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames.
 - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.

Note: Section 4 and only commence, after practical completion has been achieved for Section 3

Section 4 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 4

- Remove entire asbestos roof sheeting.
 - Remove asbestos barge and fascia boards.
 - Carefully remove and set aside aluminium gutters and downpipes.
 - Remove half round PVC gutters and 75mm downpipes.
 - Carefully remove and set aside barge boards and fascia boards.
 - New 'Klip Tite' roof covering including necessary flashings.
 - New fibre cement 10 x 225mm barge and fascia boards, including painting.
 - New 6mm eaves and verge soffit flat sheet covering including painting.
 - New 150 x 100mm Ogee aluminium roof gutters.
 - New 75 x 100mm aluminium rainwater pipes.
 - Remove damaged Gypsum ceiling boards
 - New gypsum ceiling boards including brandering and skimming and painting.
 - Remove all timber exit double doors and frames size 1736 x 2100mm high overall. Including painting doors and frames.
 - Carefully remove and set aside steel double gates size 2000 x 2300mm high and later refixing in position.

Note: Section 5 and only commence, after practical completion has been achieved for Section 4

Section 5 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 5

- Remove entire asbestos roof sheeting.
- Remove asbestos barge and fascia boards.
- Remove half round PVC gutters and 75mm downpipes.
- New 'Klip Tite' roof covering.
- New fibre cement 10 x 225mm barge and fascia boards, including painting.
- New 6mm eaves and verge soffit flat sheet covering including painting.
- New 150 x 100mm Ogee aluminium roof gutters.
- New 75 x 100mm aluminium rainwater pipes
- Remove damaged ceiling boards.
- New gypsum ceiling boards and cornices including brandering and painting.

Note: Section 6 and only commence, after practical completion has been achieved for Section 5

Section 6 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

Phase 6

- Remove entire asbestos roof sheeting.
- Remove asbestos barge and fascia boards.
- Remove half round PVC gutters and 75mm downpipes.
- New 'Klip Tite' roof covering including necessary flashings.
- New fibre cement 10 x 225mm barge and fascia boards, including painting.
- New 6mm eaves and verge soffit flat sheet covering including painting.
- New 150 x 100mm Ogee aluminium roof gutters.
- New 75 x 100mm aluminium rainwater pipes
- Remove damaged ceiling boards.

- New gypsum ceiling boards and cornices including brandering and painting.
- Remove existing vinyl flooring.
- New vinyl sheeting to floors.
- Remove steel window and frame size 1961 x 1190mm high and making good cement plaster one side and face brick work on the other side.
- New purpose made aluminium window

Note: Section 7 can commence, after possession of site has been given to the Contractor.

Section 7 comprises of the following: (Refer to Drawing No. MDA 477F-NH 200 Site Plan included in the Bills of Quantities)

EXTERNAL WORKS

Covered walkways and Parking

- Remove entire asbestos roof sheeting including timber rafters and beams.
- Taking out and removing steel posts by cutting down to concrete level and preparing surface to receive new baseplates and posts.
- New base plates, steel columns and beams including bolts and fasteners etc.
- New steel purlins.
- New 'Klip Tite' roof coverings including necessary flashings.
- New 'Polycarbonated IBR Klip Tite' side cladding fixed to purlins.
- New fibre cement 10 x 225mm fascia boards, including painting.
- Remove half round PVC gutters and 75mm downpipes.
- New 75 x 75mm Ogee aluminium roof gutters.
- New 75 x 75mm aluminium rainwater pipes.
- Remove existing carport green shade cloth, overall size 15.07 x 4.6m.
- New green shade cloth including necessary straining wires.

C3.2 RESTRICTIONS AND CONSTRAINTS

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

C3.3 OPERATIONAL PROTOCOLS

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

C3.4 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- No Contractor's representatives or workers are allowed to sleep at establishment area or with in hospital complex.
- The Contractors are required to price for establishment, de-establishment and re-instatement in the Preliminaries section of the Bills of Quantities.
- Refer to hoarding and site access drawing (C13 Areas for site establishment and hoarding)

C3.5 ACCEPTANCE OF TENDERS

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

C3.6 MINIMUM WAGE

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

C3.7 TEMPORARY WORKS

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

C3.8 EMPLOYER'S DESIGN

N/A

C3.9 DESIGN BRIEF

N/A

C3.10 DRAWINGS

Site Plan	MDA477F- NH200
Sections	MDA477F- NH201

C3.11 OHS SPECIFICATION

Occupational Health and Safety Specification

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

PROJECT NAME	NKQUBELA TB HOSPITAL
LOCATION	BILLIE RD, MDANTSANE UNIT 4, MDANTSANE, 5219
DISTRICT	BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE
BID NO	SCMU3 23/24-0686-HO

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ANNEXURE A
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ANNEXURE C

CONTRACTOR'S MONTHLY HEALTH AND SAFETY REPORT
RISK ASSESSMENT
SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT ISSUE REGISTER

1 SCOPE

This health and safety specification in respect to the Nkqubela TB Hospital:

- Removal of damaged existing asbestos roofs.
- Removal of existing rainwater goods
- Removal of existing damaged timber doors and steel windows
- Removal of existing damaged covered walkway
- New roofs and rainwater goods
- New aluminum windows
- Waterproofing to roofs
- New timber doors and frames
- New covered walkway and parking carport shade cloth.

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

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

This specification establishes general requirements to enable the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The Principal Contractor is required to develop, implement and maintain a site-specific health and safety plan. The Client is required to provide certain site-specific information to the Principal Contractor or a health and safety specification for the works to enable such a plan to be formulated. Accordingly, this specification on its own cannot ensure compliance with the requirements of the Act.

The Construction Regulations, 2014, requires a client to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

2 DEFINITIONS

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

2.1 LIST OF ABBREVIATIONS

CC	Compensation Commissioner
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DoL	Department of Labour
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
OHS Act	Occupational Health and Safety Act No. 85 of 1993 (as amended)

OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS Project	Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SWP	Safe Work Procedure

2.2 KEY REFERENCES

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

Construction Regulations 2014.

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

SANS codes.

3 INTERPRETATION

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

3.1 PURPOSE OF THE PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e., the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

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

3.2 REQUIREMENTS

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

4 GENERAL REQUIREMENTS

4.1 RISKS

Principal Contractor to provide a detailed risk assessment for the entire works on site.

- a) Working within hospital (sick people).
- b) Working at Heights.

- c) Fire
- d) Flammable Liquids / Gas
- e) Fragile Materials
- f) Hazardous Substances
- g) Hot Works
- h) Members of Public
- l) Biological risks

4.2 **SPECIFIED HAZARDOUS CHEMICAL SUBSTANCES**

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

5 **OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

Please check tender document for detailed scope of works.

5.1 **Notification of Construction Work**

The Notification of Construction must be completed and signed by the Client, Client's Agent and the Contractor using **Annexure 2** form in the construction regulation. The Notification must be taken to the Regional Department of Labour Office in East London for acknowledgement.

This must take place before any work commences.

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

1.2 **APPOINTMENT OF COMPETENT SITE PERSONNEL**

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

All other legal appointments are to be made with relevance to the type of work required.

5.1 **CONSTRUCTION MANAGER / SUPERVISORS**

Competent Construction Managers (CR 8.1) must be appointed to manage part or all the works and have training and/or experience in the area of responsibility.

5.2 **CONSTRUCTION HEALTH AND SAFETY OFFICER**

Competent registered **Full Time Health and Safety Officer** to be appointed for the duration of the project.

The CHSO must provide the SACPCMP valid registration certificate, CV and relevant certificates/qualifications. The officer will be required to compile a monthly report, see Annexure A.

5.3 **HEALTH AND SAFETY REPRESENTATIVE**

Irrespective of the number of employees the PC must appoint a full-time health and safety representative, who at least has completed the necessary health and safety representative course.

The H&S representative will liaise and report to the Part time health and safety officer.

5.6 **OTHER APPOINTMENTS**

Not limited too but other legal appointments must be done as per the OHS Act 85 of 1993 and related regulations.

6 GENERAL RISK MANAGEMENT

6.1 HEALTH RISKS AND MEDICAL SURVEILLANCE INCLUSIVE OF BIOLOGICAL HAZARDOUS

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness issued by a registered Occupational Medical Practitioner prior to commencing work. Medical surveillance will commence at pre-employment.

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

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

Annual medical surveillance is required (unless identified as being required more frequently), as well as a exit medical. **Due to the fact that the project is undertaken at a TB hospital, the medical surveillance program will include lung function tests on all employees.**

Arrangements for keeping medical records for the required time are to be noted.

It is preferable that the PC has a medical surveillance plan.

Arrangements for keeping medical records for the required time are to be noted.

It is preferable that the PC has a medical surveillance plan.

A purpose of this code is to guide employers and employees in managing exposure to SARS-CoV-2 in the workplace by providing guidance to employers and employees in –

- a) Conducting or updating a risk assessment in terms of the OHSA and the HBA in respect of SARS-CoV-2 exposure.
- b) Developing a plan to limit infection, transmission and mitigate the risks of serious illness or death on the basis of that risk assessment.
- c) Implementing the plan.
- d) Managing absence from work due to infection, isolation and adverse effects of vaccination.
- e) Seeking to accommodate employees who refuse or fail to vaccinate against SARS-CoV-2.

6.2 EMERGENCY PROCEDURES

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management. The PC must consult with the Client in preparation of the emergency as buildings will be operational.

6.3 FIRST AIDERS AND FIRST AID EQUIPMENT

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

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

6.4 FIRES AND EMERGENCY MANAGEMENT

Attention to emergency planning and procedures is very important. Requirement in terms of identified risks:

- Fire.
- Public Safety.
- Falls from heights.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

6.5 INCIDENT MANAGEMENT AND COMPENSATION CLAIMS

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

6.6 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

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

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

- Hard hats.
- Protective footwear.
- Overalls that ensure worker visibility.
- Disposable overalls for asbestos work.
- Eye protection (if required)
- Hearing protection.
- Reflective jackets (no bibs).
- Respiratory protection (minimum of FFP2).
- Safety Harnesses with Big Hooks; and
- Any other necessary PPE identified from SDS's and/or risk assessments.

6.7 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

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

- 'Hard Hat area' or other PPE requirements noted.
- Asbestos signage
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area.
- No Un-authorized entry.

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

1.8 INDUCTION OF EMPLOYEES AND VISITORS, GENERAL H&S TRAINING

A simple, formal induction program is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client) to the site.

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

7 COMMUNICATION ON SITE

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

8 CARE OF WORKERS ON SITE (WELFARE)

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times.

Hand washing facilities must be provided.

Waste procedures to be clearly documented.

9 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person can work or access site if under the influence of alcohol or other substances that could impact on their own or others safety.

10 WORKING AT HEIGHTS

A practical site-specific fall plan as per CR 10 needs to be compiled by a competent person as per unit standard 229994.

Only competent persons may be allowed to work at heights. All employees working at height shall be in possession of working at heights certificate US 229998.

No Homemade structures or ladders will be permitted on the project.

Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.

Surroundings to be clear of rubble.

Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.

Ladders to be structurally sound and not broken and in accordance with GSR 13A.

Correct personal protective equipment to be used (safety harness and lanyard) to be used.

GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.

Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

11. ASBESTOS

All asbestos work is to be done in accordance with the Asbestos Abatement Regulations of 2020. The Contractor shall ensure that all asbestos work is done only by a Registered Asbestos Contractor (RAC) as prescribed by the Asbestos Abatement Regulations, 2020. An Asbestos Work Plan (AWP) will be developed by the Approved Inspection Authority (AIA) and submitted to Department of Labour with the Notification of Asbestos Work for acknowledgement.

Asbestos monitoring will be done by the AIA and samples taken before, during and after the removal of the asbestos containing materials on site. Asbestos containing material will be disposed of at an Accredited Disposal site and disposal certificate be kept on a file.

When all asbestos containing materials has been safely removed on site, the AIA will be required to provide an Asbestos Clearance certificate for the facility.

The following will be included in the health and safety plan/file and must be implemented on site:

An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.

Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.

The Chief Director: Provincial Operations must be notified as per Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.

The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.

Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.

Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.

Appoint an asbestos removal supervisor for each asbestos work site.

Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.

Ensure that the employee medical and training records are available on site for inspection and validation.

Keep employee information for a minimum period of 50 years.

For type 2 and type 3 asbestos work, ensure that air monitoring is in place.

All asbestos contractor employees must be put under medical surveillance.

Close off all asbestos containing or affected areas.

The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.

A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose.

When all asbestos is removed an inspection must be done by an approved inspection authority and an asbestos clearance certificate issued.

Comply with the Prohibitions in regulation 24.

12 EXCAVATIONS

The Principal Contractor is to provide a method statement for excavations, and this will be approved by the H&S Agent and the Engineer/Architect.

The Principal Contractor must ensure that all excavations are safe to enter prior to any work commencing.

Area being worked at needs to be properly barricaded or fenced off. Barricading must be done in such a manner that it prevents people and animals from falling into open excavations.

All deep excavations deeper than 1m must be sloped or shored to make the work environment for employees safe to work in.

All excavations deeper than 2,5m must be shored, and shoring must be signed off by the Construction Manager before any work can take place in such excavation.

All excavations on site where employees are performing work, must have a ladder for safe access in and out of excavation. The ladder must be long enough to protrude 900mm above the edge of the excavation.

Excavations should preferably not be opened beyond what can be worked in daily.

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

Suitable material such as a hard-plastic mesh (long durability) adequately supported being able to withstand a normal person's weight and the elements (wind, rain) must be utilized as barricading. The PC must ensure that this is priced for in the BOQ.

All open excavations will be kept clean (dewatered) of standing water.

13 ELECTRICAL

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection.

Leads must be properly and firmly connected.

Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor.

A "lock out" sign shall be displayed when the apparatus is not in use.

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

11 HAND TOOLS

No handmaid or damaged tools may be used on site.

The Principal Contractor needs to exercise control over all contractors on site. Hand tools may only be used for its intended purpose.

A competent person must be appointed to inspect hand tools monthly.

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

Inspection of equipment and tools.

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

1.1. First Aid dressing registers

- 1.2. Fire equipment
- 1.3. Portable electrical equipment
- 1.4. Stacking and storage inspections
- 1.5. Hazardous Chemical Agents (HCA)
- 1.6. Ladders
- 1.7. Excavations
- 1.8. Construction vehicles and mobile plant.
- 1.9. Health and Safety Representatives checklists.

12 LADDERS AND LADDER WORK

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register.

Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base.

All ladders that do not comply with Health and Safety standards are to be removed from the site immediately.

13 SUBCONTRACTORS

The PC is to ensure that every sub-contractor will comply with the health and safety specifications.

All subcontractor's health and safety file must be approved prior to any work commencing.

14 DELIVERY OF MATERIALS

The PC must reasonably manage all deliveries of material to site. Stacking and storage of materials to be properly coordinated.

The PC is to consider the neighbors and public in all its activities related to this construction work.

14 HOARDING

Adequate hoarding to be done to reduce dust and noise and prevent public entrance to site.

Security features must accompany the hoarding to maintain a secure environment for the existing occupants.

15 NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients OHS Spec or PCs H&S Plan; the PC shall have no claim for extension of time or any other compensation.

16 HEALTH AND SAFETY FILE

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

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

- The Site-Specific Health and Safety Specification. (from the Client & Signed by PC)).
- The H&S Plan and the approval by Client Safety Agent.
- Appointment by Client (CR5(1)(k)).
- Mandatory Agreement with Client (37.2 Mandatory Agreement).
- Notification of Construction Work and confirmation letter from DOL (Annexure 2)

- Company Letter of Good Standing.
- Safety Policies
- Inductions
- Record of Competencies (CVs & Qualifications) and Appointment Letters.
- Training Records.
- Fall Protection Plan
- Method Statements.
- Risk Assessments (Baseline, Issued- Based & Task Specific)
- Safe Work Procedures.
- Emergency Procedures
- Planned Task Observations (PTOs)
- Daily Safety Task Instructions (DSTIs)
- Accident & Incident Management.
- Safety Data Sheets (SDS).
- Medical Surveillance Records.
- Inspection Registers; and
- Employee Records (who is on site)
- Toolbox Talks
- Subcontractors Management

ANNEXURE A

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT (To be submitted by the end of the first week of each month and be available with each audit)

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

Health and Safety Officer: _____ Signature: _____

Date: _____

Construction Manager: _____ Signature: _____

Date: _____

**ANNEXURE C – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER**

Date of Original Safety Specification Compilation	Compiled By	Issue Date
23 October 2023	J Bhana	24 th October 2023

Revision Summary	Revised By	Revision Date
25 th October 2023	J Rama	25 th October 2023

Acknowledgement:

I, _____ representing.

_____ (Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:

C.12 BASELINE RISK ASSESSMENT

C.13 AREAS FOR SITE ESTABLISHMENT AND HOARDINGS

PART C4

SITE INFORMATION

C4.1 SITE INFORMATION

Bid Description:	ASBESTOS MATERIAL REMOVAL AT FACILITIES ACROSS THE PROVINCE - NKQUBELA TB HOSPITAL
Project Number:	SCMU3-23/24-0686-HO

GENERAL

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

NKQUBELA TB HOSPITAL

Billie Road, Mdantsane Unit 4, Mdantsane, East London.

The buildings being renovated are situated within the boundary of the main hospital and are currently occupied.

GEOTECHNICAL INVESTIGATION REPORT

N/A