Province of the
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HEALTH

REQUEST FOR QUOTATION (RFQ)

QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT

SCMU3-26/27-0533-SSG

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 18 SEPTEMBER 2026 **TIME: 11:00 am**

Submission:
Online (eTender Portal)

Technical and SCM enquiries must be directed to zanele.plaatjie@echealth.gov.za

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THE TENDER

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PART T1

TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

AMATHOLE HEALTH DISTRICT hereby invites contractors with a CIDB Grading of **2GB** or higher in the following Class of works **(CIDB 2GB or higher)** to tender for this **"REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT"** for ONCE OFF PROCUREMENT OVER a PERIOD OF **3 months** contract. The contract will be based on the **JBCC minor works edition 5.2 June 2024,** and **The Eastern Cape Department of Health** will enter a contract with the successful tenderer.

There will be **NO** briefing meeting however tenderer can forward their quires (SCM and Technical) to zanele.plaatjie@echealth.gov.za

The closing time for the receipt of tenders through the electronic system is **11:00am** on **18 SEPTEMBER 2026.**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and date. Tenders may only be submitted on the tender documentation that is uploaded.

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. FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

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Call: 0800 701 701

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

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

PART T1.2: TENDER DATA

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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 AMATHOLE HEALTH DISTRICT IN THE Department of Health (ECDoH)
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender. T1.2 - Tender data **Part T2: Returnable documents (Non-Negotiable)** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism **Part C2: Pricing data** C2.1 - Pricing Instructions C2.2 - Bills of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	Enquiries to be directed to zanele.plaatjie@echealth.gov.za
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	Contractors who have a contractor grading designation equal to or higher than CIBD 2GB grading designation determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a **CIDB 2GB or Higher** class of construction work; will be considered.
4.2	The employer will compensate the tenderer as follows **as per the conditions of the JBCC Minor Works Agreement Edition 5.2 June 2024.** The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, to take the addenda into account.
4.7	No briefing meeting will be held for this tender.
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer through the system at least* ***5*** **(Five) working days** ***before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	**Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.** Do not make erasures using correction fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.

4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount **N/A** The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are clearly stipulated in the invitation with the **closing time and date: As per Tender advertisement**
4.13.5	**The tenderer is required to submit with his tender the following compulsory certificates:** **1) Valid CIDB Grading certificate and CRS number.** **2) Valid COIDA Letter of Good standing from the Department of Labour and/or Federated Employers Mutual Assurance Certificate (FEM)**
4.13.6	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. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.13.7	The tender offer validity period is **90 days**.

4.14	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and on **CIDB** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.15.1	Access shall be provided for inspections and commencement of the work if awarded.
4.15.2	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard.
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **Five (5)** working days before the tender closing time. If it is necessary to extend the closing time stated in the tender data due to the issuing of addenda, such extension may be granted, and all respondents will be notified accordingly.
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	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. g) Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	**Arithmetical errors, omission and discrepancies** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced to a comparative basis using the PPPFA point calculation system of the 80/20 Principal. 80 Points will be allocated for price and 20 Points will be allocated to Specific Goals.
5.7.2	The procedure for the evaluation of responsive tenders is **(Administrative compliance, Price and Preference)** **Phase One:** Administrative requirements and Mandatory requirements **Phase Two:** Price and specific goals (80/20 system)
	1. <u>PHASE ONE:</u>

A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document ONLINE before the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bid Document must be fully completed and signed
2. Bids which are late, incomplete, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). **(mandatory requirement**)
4. Form of offer and Acceptance (fully completed and signed)
5. SBD 4 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.
6. Compulsory Enterprise Questionnaire (Completed and signed).
7. 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 includes 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).
8. Resolution to Sign (if applicable)
9. This tender will be awarded as a whole. All trades listed in the Bills of Quantities 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.
10. The tenderer is required to submit with his/her tender **all the compulsory returnable documents.**
11. The tenderer must complete and sign Schedule: SBD 1-Invitation to bid.
12. 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.
13. The Department will contract with the successful bidder by signing a formal contract.
14. Protection of personal information: Consent (POPIA).
15. 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 (**JBCC Minor Works Edition 5.2 of June 2024)**
16. **A fixed retention of 10% must be provided as security, in the event that the considered bidder fails to provide this security, the client will consider the next highest scoring bidder for consideration.**
17. Contractor must demonstrate that he/she has experience of having worked in a similar project. **(SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL**

	COMPLETION CERTIFICATE OF SIMILAR WORK) (**Mandatory requirement)** 18. A risk analysis of the Bills of Quantities and list of specific detailed quotations as part of returnable documents will be carried out during the Stage 1 Administrative compliance evaluation by the Bid Evaluation Committee with the support of the Built Environment Professional Team, to check for: • Mistakes in the Pricing schedules, BOQ's, and to confirm whether the tender price submitted is market related and does not pose a commercial risk to the Client. • If detailed quotations POE (Portfolio of evidence) on specific P&G (Preliminaries & General), OHS (Occupational Health & Safety) and specialist builders' items and installations were submitted in terms the Special Bid Conditions . In the event where the analysis of the Bills of Quantities find inconsistencies and misrepresentation in terms of what has been declared in the Bid submission, the Bidder may be: • notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify and or clarify such. • eliminated and not be eligible to be evaluated under Stage 2 Price & Specific goals. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better to the PSP's specification.

	1. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPPFA OF 2022 The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and SPECIFIC GOALS/ PPPFA Regulations *of 2022* **Criteria** / **Points** **POINTS ON PRICE** / **80** **SPECIFIC GOALS** / **20** **TOTAL** / **100** **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10** $Ps = 80\ (1 - \frac{Pt - P\ min}{P\ min})$ **or** $Ps = 90\ (1 - \frac{Pt - P\ min}{P\ min})$ **Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender** **A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10** $Ps = 80\ (1 + \frac{Pt - P\ max}{P\ max})$ **or** $Ps = 90\ (1 + \frac{Pt - P\ max}{Pmax})$ **Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender** (a) The following formula will be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: see above
5.7.3	The procedure for the evaluation of responsive tenders is Administrative, price and preference.
5.7.4	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.
5.7.5	The number of paper copies of the signed contract to be provided by the employer is 1.
5.7.6	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	***A. List of returnable documents***
1	**Documentation to demonstrate eligibility to have tenders evaluated.**

2	**Returnable Schedules required for tender evaluation purposes.** The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • **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 or FEM 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 **(Handwritten Priced. Not typed)** • Compulsory enterprise questionnaire • Record of addenda issued (Only if addenda is issued) • Resolution for Signatory • Proof of Registration on the National Treasury Central Supplier Data Base (CSD) A CSD Registration Report (Full report not just the summary) for a contractor with valid and correct information.

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PART T2

RETURNABLE DOCUMENTS

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ASSESSMENT OF STAGE 1 ADMINISTRATIVE REQUIRMENTS AND MANDATORY REQUIREMENTS:

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

MANDATORY DOCUMENT TO BE SUBMITTED WITH BID:	**YES**	**NO**
SBD 1 Part of invitation to bid and terms and conditions for bidding (mandatory)		
SBD 4 Declaration of interest)mandatory		
SBD 6.1 Preference points claim form in terms of the Preferential procurement regulations 2022 (mandatory)		
Project Reference Form – **mandatory requirement** Contractor must demonstrate that he/she has experience of having worked in a similar project **(SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL COMPLETION CERTIFICATE OF SIMILAR WORK**) **mandatory requirement**		
Protection of personal content: Consent		
Valid CIDB Certificate of Tenderer and CRS number– **mandatory requirement**		
Valid Department of Labour COIDA or FEM Letter of Good Standing Certificate – **mandatory requirement**		
Part C1.1 Form of Offer and Acceptance (Fully signed and completed) mandatory		
Part C1.2 Contract Data		
Part C2.2 Bills of Quantities (Fully priced) **(Handwritten priced, scanned) mandatory**		
Compulsory enterprise questionnaire.		
Record of addenda issued (Only if addenda is issued)		
Resolution for Signatory		

NB: Failure to comply with **MANDATORY** requirements will render the bid invalid and will not be evaluated further

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PART T2.1: LIST OF RETURNABLE DOCUMENTS

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T2.1 insert here:

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 and CRS number
- Valid Department of Labour COIDA or FEM 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
- Record of addenda issued (Only if addenda is issued)
- Resolution for Signatory

2 Other documents required for bid/quotation evaluation purposes.

- **Contractor must demonstrate that he/she has experience of having worked in a similar project (SUBMIT 3 REFERENCE FORMS WITH 3 PRACTICAL COMPLETION CERTIFICATE OF SIMILAR WORK)**

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SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	**SCMU3-26/27- 0533-SSG**	CLOSING DATE:	**18 SEPTEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**				
BID RESPONSE DOCUMENTS MUST BE UPLOADED ON THE eTender Portal					
BIDDING PROCEDURE ENQUIRIES MUST BE SENT TO		**TECHNICAL ENQUIRIES MUST BE TO**			
CONTACT PERSON	**Ms. Z. Plaatjie**	CONTACT PERSON	**Ms. Z. Plaatjie**		
TELEPHONE NUMBER	**0437076800**	TELEPHONE NUMBER	**0437076800**		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	**Zanele.Plaatjie@echealth.gov.za**	E-MAIL ADDRESS	**Zanele.Plaatjie@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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE UPLOADED BY THE STIPULATED TIME ON THE SYSTEM.

1.2. **ALL BIDS MUST BE UPLOADED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.2 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.3 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.4 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."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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NAME OF BIDDER (Entity as registered on CSD)			
Ownership Details (as registered on CSD)			
Name & Surname	***Describe Category of Ownership (HDI. Women, Youth, Disabled, Military Veteran)***	***ID No.***	***% Percentage of Ownership***
TOTAL OWNERSHIP AS REGISTERED ON CSD			

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Compulsory Enterprise Questionaire

Compulsory Enterprise questionnaire

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

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

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

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

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

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

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

interest; and

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

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

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

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BIDDER'S DISCLOSURE **SBD 4**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

[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.***

enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

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

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

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

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

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

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

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[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.***

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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

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RECORD OF ADDENDA TO BID DOCUMENTS

BID DESCRIPTION	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU NUMBER	**SCMU3-26/27-0533-SSG**

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	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU NUMBER	**SCMU3-26/27-0533-SSG**

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

Signed _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Date _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Name _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Position _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Enterprise name _

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RESOLUTION FOR SIGNATORY

BID DESCRIPTION	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU NUMBER	**SCMU3-26/27-0533-SSG**

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		SIGNATURE	

(NAMES)			

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	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU NUMBER	**SCMU3-26/27-0533-SSG**

NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner: …… .		Signature. . ……. . . . . . Name …….. Designation……
…… .		Signature. . ……. . . . . . Name …….. Designation……
…… .		Signature. . ……. . . . . . Name …….. Designation……
…… .		Signature. . ……. . . . . . Name …….. Designation……

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SBD 6.1

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

BID DESCRIPTION	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU NUMBER	**SCMU3-26/27-0533-SSG**

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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)
Equity Ownership by: **Historical Disadvantaged Individuals Ownership (South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993), on the basis of:**		
Historically Disadvantaged Individuals - Race	**20% (4)**	
Historically Disadvantaged Individuals - Women	**20% (4)**	
Historical Disadvantaged Individual - Disability Ownership	**20% (4)**	

Youth Ownership	**20% (4)**	
Military Veterans Ownership	**10% (2)**	
Locality Ownership	**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 in line with the specified requirements include:*
   - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
   - *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
   - *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
   - *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
   - *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
   - *Locality Ownership: Proof of business address must be based in Amathole District Municipality as appeared on CSD report. A proof in a form of Municipal Account or Valid Lease agreement or Letter from Local Municipal council, stamped and date not older than three months must be submitted to score 2 points for locality.*
   - *Updated CSD report*

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

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

(ATTACH HERE)

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VALID CIDB CERTIFICATE OF A TENDERER

(ATTACH HERE)

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VALID DEPARTMENT OF LABOUR COIDA LETTER OF GOOD STANDING CERTIFICATE

(ATTACH HERE)

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

(ATTACH HERE)

The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include the following attachments :

- *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Women Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Youth Ownership: Ownership: Proof of ownership (CIPC certificate) with id no.*
- *Disability Ownership: Proof of ownership (CIPC certificate) with valid medical documentary proof.*
- *Military Veterans Ownership: Proof of ownership (CIPC certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address must be based in Amathole District Municipality as appeared on CSD report. A proof in a form of Municipal Account or Valid Lease agreement or Letter from Local Municipal council, stamped and date not older than three months must be submitted to score 2 points for locality.*
- *Updated CSD report*

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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

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THE CONTRACT

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PART C1

AGREEMENTS AND CONTRACT DATA

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PART C1.1: FORM OF OFFER AND ACCEPTANCE

Province of the
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FORM OF OFFER AND ACCEPTANCE

Bid Description	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
SCMU number	**SCMU3-26/27-0533-SSG**

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 2GB Contractor or higher for the "REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT WINDOWS AND DOOR REPAIRS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT."

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 ……

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ACCEPTANCE

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.[1]

Signature

……
Name:

Capacity:

Amathole Health District of the Eastern Cape Department of Health
for the Employer

Eastern Cape Department of Health
Amathole Health District
No. 19th St James Road, Old Building,
Southernwood
East London
5200

(Amathole Health District)
Name and signature

of witness …….. Date ……..

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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.*

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PART C1.2: CONTRACT DATA

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Minor Works Agreement
Edition 5.2 - June 2024

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
Reference number	**SCMU3-26/27-0533-SSG**
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	Butterworth, Eastern Cape
Site address	Refer to document C4 – Site Information
Local authority	**Amathole Local Municipality – Amahlati Sub District, Keiskammahoek**

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	**Amathole Health District**	
Business registration number	N/A	
VAT/ number	N/A	
Country	South Africa	
Employer's representative: Name	District Manager	
ENQUIRIES	**Supply Chain Enquiries:** **Zanele.plaatjie@echealth.gov.za**	**Technical Enquiries:** **Zanele.plaatjie@echealth.gov.za**

A4.0 Principal Agent [1.1]

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

A5.0 Agent [1.1]

Discipline	**Architects**			
Name	**Triviron Project Management**			
Legal entity of above		Contact person	William Martinson	
Practice number		Telephone number		
		Mobile number		
Country	South Africa	E-mail	williamm@o-l.co.za	
Postal address	**1st Floor, Pilot Mill House, The Quarry, Selborne, East London**		Postal Code	**5200**
Physical address	**1st Floor, Pilot Mill House, The Quarry, Selborne, East London**		Postal Code	**5200**

A6.0 Agent [1.1]

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

Physical address	**Donald Square, 2nd Floor, 6 Donald Road, Vincent, East London**	**Postal Code**	**5247**

A7.0 Agent [1.1]

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

A8.0 Agent [1.1]

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

A9.0 Agent [1.1]

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

Physical address	**58 St Peters Road, Southernwood, East London**	Postal Code	**5200**

A10.0 Agent [1.1]

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

A11.0 Agent [1.1]

Discipline				
Name				
Legal entity of above				
Practice number				
Country				
Postal address				
Physical address				

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

B 2.0 Law, regulations, and notices [2.0]

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

B 3.0 Offer and acceptance [3.0]

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

B 4.0 Documents [5.0]

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

Documents comprising the **agreement**	Page numbers
The **JBCC®** Principal Building Agreement, Edition 5.2 June 2024	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 5.2 June 2024	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 5.2 June 2024	1 to 7

Contract drawings – description	Number	Revision	Date
Window and door repairs key plan and schedules – Hospitals Building	240028-25PRF-05-250	01	
Window and door repairs key plan and schedules- Staff accommodation buildings	240028-25PRF-05-251	01	

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)	N/A	N/A

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]			R1 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	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.	

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

B 9.0 Selected subcontractors [15.0]

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

Specialisation 9	
Specialisation 10	

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	N/A

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	X	working days	Period in months	Penalty amount per calendar day (excl. tax)
	X	**5 Working days**	**1 Calendar Months (Shutdown period excluded)**	**27.5/R100 of Contract amount**

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]
	X	Working days	Period in months	Penalty amount per calendar day (excl. tax)

Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

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

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	**Yes / No?**	**Yes**
If yes, description of applicable elements	**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?**	**No**
Availability of construction information – is the construction information complete? [B2.3]		**Yes / No?**	**Yes**
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - **defects** - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of **site** in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the **works** - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will 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]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
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 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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

6.0 Employer's Agents

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

9.0 Indemnities

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

10.0 Insurances

Add the following as 10.1.5.1:

High risk Insurance

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

10.1.5.1.1 Damage to **the works**

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

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

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

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agen**t an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The sixty (60) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest"**

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where …

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

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

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B	**Option:**	

Option A	**Guarantee for construction (variable) by contractor [11.1.1]**

Option B	**Guarantee construction (fixed) by contractor [11.1.2]**

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.

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C 4.0 Adjustment of preliminaries [26.9.4]

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

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

Provision of particulars

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

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

Adjustment Methods

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

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

Failure to provide particulars within the period stated

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

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

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

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PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

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C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

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

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Address:		Address:		Address:	
Date:		Date:		Date:	

Contract Data

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

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PART C2

PRICING DATA

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

3 Preliminary and general requirements are based on the preliminaries for the use of JBCC Minor Works Edition 5.2– June 2024. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

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

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

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted but only if approved by the principal agent.

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

(PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

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

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

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

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

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

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

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

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

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

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

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

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

18. Voting day / Election Day 2024 will be a statutory public holiday and contractor must make provision in his/her bid. No further claims will be entertained in this regard.

PART C2.2 – BILLS OF QUANTITIES

RFQ: REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.

Pricing Data

SEE ATTACHED

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PART C3

SCOPE OF WORKS

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C3 SCOPE OF WORK

C3 Scope of Work

Bid Description:	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
Tender No:	**SCMU3-26/27-0533-SSG**

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS:

The recommended Scope of Work is within the broad confines of the PRF received.

MAIN HOSPITAL WARDS (A)

All broken window glazing is to be replaced with laminated safety glass as shown on the window schedule attached. There are approximately 30 broken panes to be replaced.

The damaged double doors are also to be replaced. Throughout the facility there are 5 such double doors requiring replacement. The details of the door and frame is attached.

ACCOMMODATION BLOCKS (B)

All broken window glazing is to be replaced with laminated safety glass as shown on the window schedule attached. There are approximately 77 broken panes to be replaced

ENABLING WORK

- Contractor shall erect local site hoarding only in areas where they are working.
- Fence gates to be installed at unused posts to be used during construction and locked after work is complete.
- Hoarding to be removed on completion and make good any surfaces affected.

REMOVAL OF WASTE MATERIALS FROM SITE

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

C3.2 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 07h30 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.
- The areas for site establishment are as per the diagrams indicated in C3.13 Areas for Establishment and Hoardings of these tender documents. The contractor shall be liable for fencing, ablutions, storage containers etc and reinstatement of the site establishment area on completion. The Contractor will be liable for costs of connection, cabling etc required. No contractor's representatives or workers are allowed to sleep at establishment area or within the complex.

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

C3.5 ACCEPTANCE OF TENDERS

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

C3.6 MINIMUM WAGE

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

C3.7 TEMPORARY WORKS

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

C3.8 EMPLOYER'S DESIGN

N/A

C3.9 DESIGN BRIEF

The Contractor is not required to undertake any design of the permanent works. The design of the temporary works shall be carried out in accordance with all relevant standards and codes of practice, with particular emphasis on the requirements of the OHS Act.

C3.10 DRAWINGS

See listed below:

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C3.11 OHS SPECIFICATION

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Occupational Health and Safety Specification

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

REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.

ANNEXURE E – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date

Revision Summary	Revised By	Revision Date

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:

_____

_____

_____

_____

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C3.12 BASELINE RISK ASSESSMENT

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C3.13 AREAS FOR SITE ESTABLISHMENT AND HOARDINGS

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PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

Bid Description:	**REQUEST FOR QUOTATION FOR APPOINTMENT OF A SERVICE PROVIDER TO CARRY OUT RENOVATIONS TO SS GIDA HOSPITAL, AMATHOLE DISTRICT.**
Project Number:	**SCMU3-26/27-0533-SSG**

GENERAL
Prospective bidders to familiarize themselves with the locality, access, any other "restrictions" (Refer to Scope of Works C3). The site address and locality plan is as follows:

SS GIDA HOSPITAL:

SS Gida Hospital,
Cata Road,
Keiskammahoek,
5670

SS Gida Hospital: Locality Plan

GEOTECHNICAL INVESTIGATION REPORT
N/A

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DRAWINGS

SEE ATTACHED

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PROJECT REFERENCE

PROJECT REFERENCE FORM – RETURNABLE

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.
I, …….. (name and surname)
…… (company name)
Declare that I was the recipient (client) of the following **Services** which was successfully executed by …… (name of bidder)
Project Name: ……
Project Location……
Commencement Date: …… Completion date: …….
Duration of the contract…….
Contract Value: ……

A. Please score the performance of the Bidder on the above mentioned project, by inserting "Yes" in the relevant box below:

	Very Poor	**Poor**	**Fair**	**Good**	**Excellent**
Experience					
Quality and Performance					
Personnel					

B. Would you consider/recommend working with this bidder

YES	**NO**

C. Any other comments:

……

……

……

D. Cell No. …… E. Office No……

F. Fax No. …… G. E-mail: ……

This signed at ..... on this .....day of .....

Signature of the Reference (Client).....

Business Stamp of the Reference (Client)

***Note to Bidder: Referee (Client) will be contacted to verify the above.**