

## TENDER

# REPAIRS, RENOVATIONS & REHABILITATION (RRR) OF GREY HOSPITAL

### SCMU5-26/27-0025

NAME OF COMPANY:

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CSD Nr:

---

CRS Nr (CIDB):

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CLOSING DATE: 14 JULY 2026

TIME: 11:00 AM

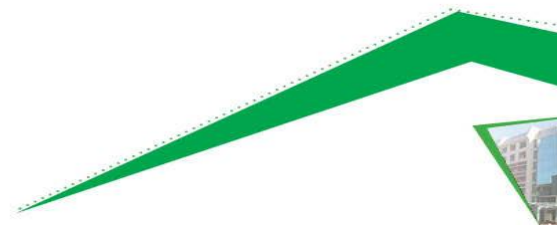


Department of Public Works and Infrastructure  
Independence Avenue  
Qhasana Building  
Bhisho  
5605

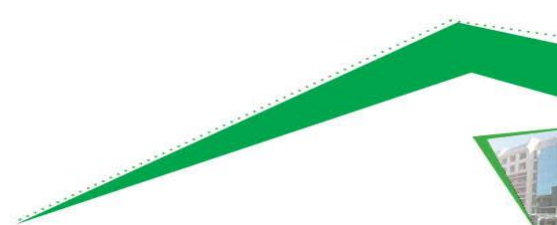


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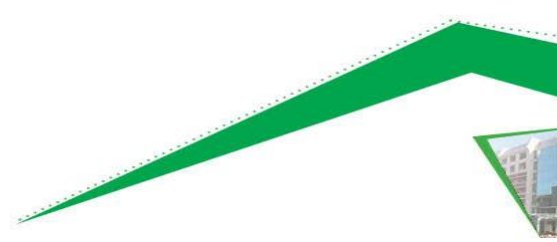
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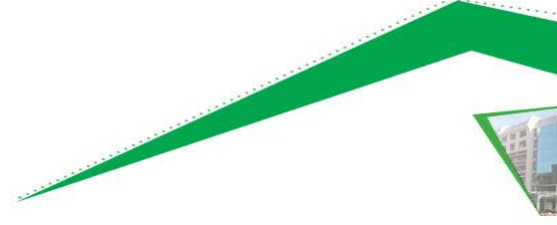
## THE TENDER

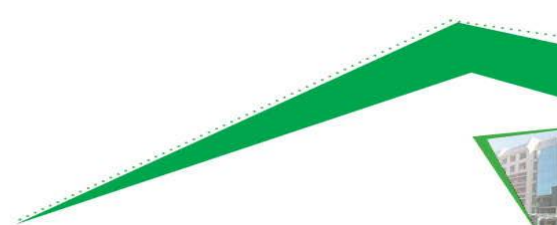


## **PART T1 TENDERING PROCEDURES**



## **PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**





## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with the CIDB grading of **9GB or Higher** in the following Class of works **General Building (GB)** to tender for the **“Repairs, Renovations & Rehabilitation (RRR) of Grey Hospital for”** for **36-months** contract. The contract will be based on the JBCC Edition 6.2 of 2018, and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Approximately 30% of subcontracting is to be allocated to SMMEs, which consists of 25% local SMMEs and 5% ICDP contractors in that region.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) or from National Treasury’s tender portal ([www.etender.gov.za/content/advertised-tenders](http://www.etender.gov.za/content/advertised-tenders)). **Bid documents will be available from 05 June 2026.** No bid documents will be available at department offices.

There will be a **non-compulsory briefing meeting** on **24 June 2026** at **Grey Hospital**. Prospective bidders are to meet at **Grey Hospital main entrance at 11:00am**. Co-ordinates: 32°52'43.7"S 27°23'46.9"E

**Below is a link containing a Bill of Quantities, Drawings and Construction Health and Safety Specification**

[SCMU5-26.27-0025 GREY HOSPITAL](#)

Queries relating to the issue of these documents may be addressed in writing to through email: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za). **Technical enquiries:** may be addressed in writing to **Ms. U. Ntintili**—email: [unati.ntintili@ecdpw.gov.za](mailto:unati.ntintili@ecdpw.gov.za)

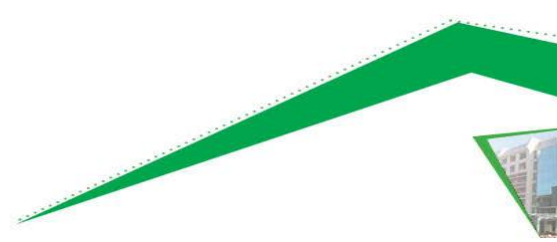
**The closing time for receipt of tenders** by the Eastern Cape Department of Public Works and Infrastructure is **11:00am** on **14 July 2026**. Tender will be opened in public.

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

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

## B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“SCMU5-26/27-0025”**: **“REPAIRS, RENOVATIONS & REHABILITATION (RRR) OF GREY HOSPITAL”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO.**



### C. BID EVALUATION:

This bid will be evaluated in Three (3) phases as follows:

**Phase One:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the bases of price and preference.

**Phase Two:** Compliance, responsiveness to the bid rules and conditions

**Phase Three:** Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	<b>90 points</b>
Maximum points for Specific Goals	-	<b>10 points</b>
<b>Maximum points</b>	-	<b>100 points</b>

### C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

### D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

#### SCM RELATED ENQUIRIES

Email Address: [supply.chain@ecdpc.gov.za](mailto:supply.chain@ecdpc.gov.za)

#### TECHNICAL ENQUIRIES

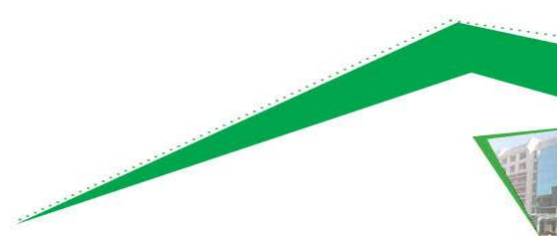
Ms. U. Ntintili

Tel No: 066 484 0436

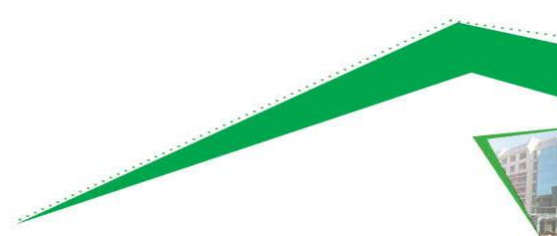
Email Address: [Unati.Ntintili@ecdpc.gov.za](mailto:Unati.Ntintili@ecdpc.gov.za)

### FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



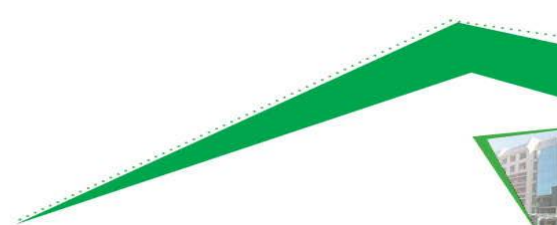
## PART T1.2: TENDER DATA



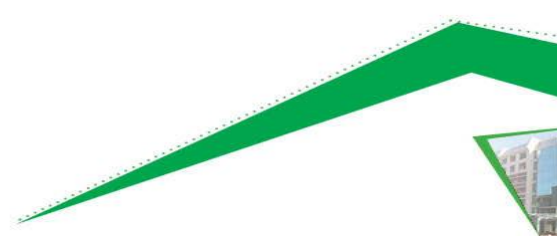
**T1.2 Tender Data**

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

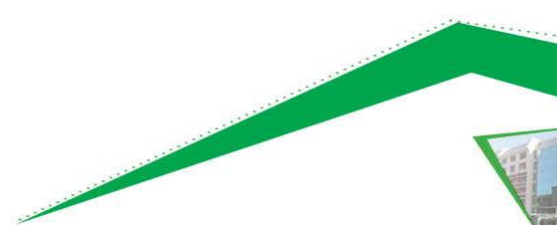
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure - Eastern Cape
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p><b>The employer's agent is:</b></p> <p>Name: Unati Ntintili</p> <p>Department of Public Works &amp; Infrastructure</p> <p>Independence Avenue</p> <p>Qhasana Building</p> <p>Bhisho</p> <p>5605</p> <p>Tel No: 066 484 0436</p> <p>Email Address: <a href="mailto:Unati.Ntintili@ecdpc.gov.za">Unati.Ntintili@ecdpc.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three (3) stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 9GB or Higher</b> class of construction work; and</p>



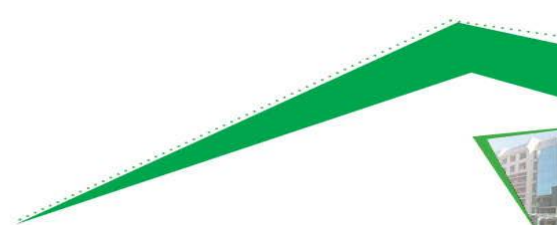
	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB; in GB class of works.</li> <li>2. the lead partner has a contractor grading designation in the CIDB Grade <b>8GB or higher</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB <b>Grade 9GB or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> <li>4. Joint Venture Agreement.</li> </ol>
4.2	The employer will compensate the tender as follows <b>JBCC Edition 6.2 of 2018</b> The employer <b>will not</b> 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	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p><b>Tender documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b></p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>7 (Seven) working days before the closing time stated in the tender data.</b></i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>
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	<p>Parts of each tender offer communicated on paper shall be submitted as an original.</p> <p>Submit</p> <ol style="list-style-type: none"> <li>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</li> <li>b) the parts communicated electronically by the employer or its agents on paper format with the tender.</li> </ol>



4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
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: <b>Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.</b> <b>Physical address:</b> Independence Avenue, Ground Floor, Qhasana Building, Bisho 5605 <b>Identification details: SCMU5-26/27-0025: REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b> <b>Closing time and date: 14 JULY 2026 at 11:00am</b>
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order in the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order in the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is <b>120 days</b> . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> 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 also on <b>CIDB Inform Practice Note #30</b> . Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>



4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security after 21 days of appointment												
<b>5</b>	<b>Employer's undertakings</b>												
5.1	The Employer will respond to requests for clarification received up to <b>Seven (7)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.												
5.2	The employer shall issue addenda until <b>Seven (7)</b> working days before tender closing time.												
5.3	Tenders will be opened immediately after the <b>closing time for tenders at 11:00am hours.</b>												
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.												
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.6	<b>Arithmetical errors, omission and discrepancies</b> Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <b>Table F.1: Formulae for calculating the value of A</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Formula</th> <th style="width: 40%;">Comparison aimed at achieving</th> <th style="width: 20%;">Option 1<sup>a</sup></th> <th style="width: 25%;">Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P / P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P_m / P</math></td> </tr> </tbody> </table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.7.2	The procedure for the evaluation of responsive tenders is <b>Method 3: Functionality, Administrative Compliance, Price and Preference</b> Phase 1: Functionality eligibility of bidder to meet minimum requirements. Phase 2: Administrative requirements and Mandatory requirements. Phase 2: Price and preference (90/10 system).												
	<b><u>1. PHASE ONE: FUNCTIONALITY ELIGIBILITY OF BIDDER TO MEET MINIMUM REQUIREMENTS</u></b>  Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of												



price and preference.

Functionality Criteria	Sub-criteria	Weighting
Demonstrated experience (past performance) in comparable projects – Construction of hospital buildings, large scale renovations and upgrades etc.	Value of Projects	40
	Project References	10
	Construction works programme/schedule	10
Qualifications, Competency	Construction Manager	8
	Site Agent	4
	Foreman	4
	OHS	4
Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.2.10)	Construction Manager	8
	Site Agent	4
	Foreman	4
	OHS	4
<b>TOTAL POINTS</b>	Minimum combined weighted points threshold must equal <b>(60 points)</b> for further consideration of the tender	<b>MAX 100 POINTS</b>

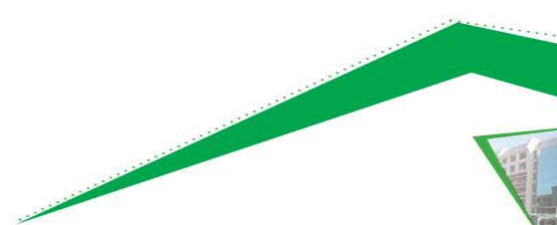
Scoring criteria for functionality is detailed in Table A2: Indicators for scoring of functionality criteria.

**Minimum combined weighted point threshold must equal (60/100 points) for further consideration of the tender.**

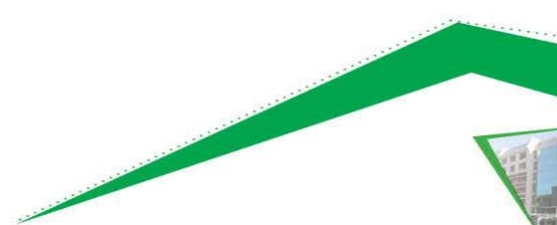
**PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES**

**Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:**

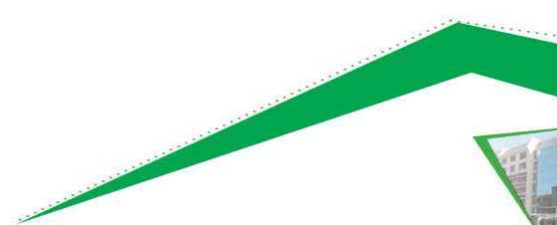
1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or consortia.
5. Form of offer and Acceptance (fully completed and signed).
6. SBD 4- Declaration of Interest (fully completed and signed). **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related**



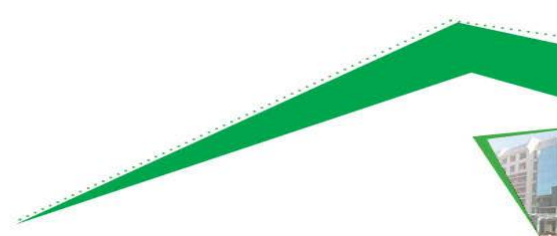
	<p><b>enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.</b></p> <ol style="list-style-type: none"> <li>7. Incomplete or unsigned or poorly completed forms <b>SBD 4 will lead to a bidder being declared non-responsive.</b></li> <li>8. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).</li> <li>9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).</li> <li>10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.</li> <li>11. Resolution to Sign (must be completed, if applicable).</li> <li>12. Declaration of Employees of the State or other State Institutions.</li> <li>13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</li> <li>14. Attendance of compulsory briefing meeting (If available)</li> <li>15. In the case of a joint venture, a signed JV Agreement with percentages for all parties must be submitted failing which the bidder will be eliminated.</li> </ol>
	<p><b>Other Conditions of bid (non eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 working days to correct the status. <b>A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.</b></li> <li>3. The bidder has duly completed and signed the <b>SBD 1</b>, and <b>SBD 6.1</b>.</li> <li>4. Bidders need to complete and sign <b>SBD 6.1</b> to claim points for specific goals. <b>Failure will lead to the non-awarding of points for specific goals.</b></li> <li>5. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>7. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>8. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J.</li> <li>9. The Department will contract with the successful bidder by signing a formal contract.</li> <li>10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.</li> <li>11. 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.</li> <li>12. DPWI Policy applies.</li> </ol>



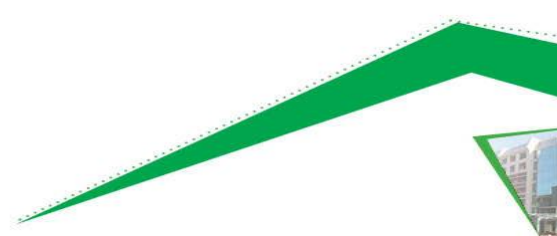
	<p>13. Protection of personal information: Consent (POPIA).          14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).          15. EPWP policy will be applicable.          16. Approximately 30% of subcontracting is to be allocated to SMMEs, which consists of 25% local SMMEs and 5% ICDP contractors in that region.</p>								
	<p><b>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</b>          The <b>90/10 preference point system</b> shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and Specific Goals/Preferential Procurement Regulations 2022</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>POINTS ON PRICE</b></td> <td><b>90</b></td> </tr> <tr> <td><b>SPECIFIC GOALS</b></td> <td><b>10</b></td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p><b>The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:</b>          (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):          The financial offer will be scored using the following formula:  <math display="block">A = (1 - \frac{P - P_m}{P_m})</math>          The value of value of <math>W_1</math> is:          1) <b>90</b> where the financial value inclusive of VAT of all responsive tenders received have a value in <b>excess of R50 000 000</b> or          2) <b>80</b> where the financial value inclusive of VAT of one or more responsive tender offers have a value that <b>equals or is less than R 50 000 000</b>.</p>	Criteria	Points	<b>POINTS ON PRICE</b>	<b>90</b>	<b>SPECIFIC GOALS</b>	<b>10</b>	<b>TOTAL</b>	<b>100</b>
Criteria	Points								
<b>POINTS ON PRICE</b>	<b>90</b>								
<b>SPECIFIC GOALS</b>	<b>10</b>								
<b>TOTAL</b>	<b>100</b>								
5.7.3	The procedure for the evaluation of responsive tenders is <b>Method 3</b> (Functionality, Administrative Compliance, price and preference)								
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>								
5.7.5	Each evaluation criteria will be assessed in terms of <b>Functionality – YES</b>								
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>								
5.8	<p><b>Tender offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</li> <li>c) 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 within 21 days after the appointment.</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> </ul>								



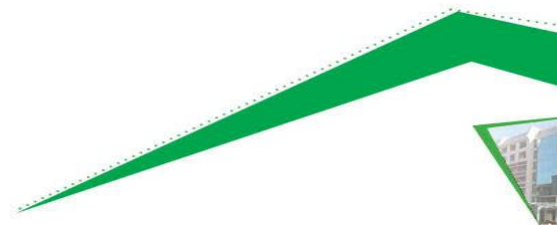
	<p>f) the tenderer has not:          i) abused the Employer's Supply Chain Management System; or          ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
	<p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>l) the tender has offered a market related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>Record of Addenda to Tender Documents</li> <li>Proposed amendments and qualifications</li> <li>Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).</li> <li>SBD 1, 4, 6.1</li> </ul>



	<ul style="list-style-type: none"> <li>• Protection of personal content: Consent</li> <li>• Form of Offer and Acceptance</li> <li>• Complete priced Bills of Quantities, including Final Summary</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b>          The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information.</li> <li>• A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b>          The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p><b>Only authorized signatories may sign the original and all copies of the tender offer where required.</b></p> <ul style="list-style-type: none"> <li>• In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</li> <li>• In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company.</li> <li>• In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</li> <li>• In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <b>proof of such authorization</b> shall be included in the Tender.</li> <li>• In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include <b>a resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</li> </ul> <p><b><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b>          Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b>          The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.          The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b>          The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of:-             <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> </ol>



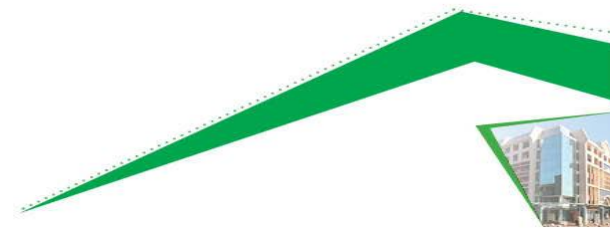
	<p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality:</b> Scoring 60% and more will be evaluated further.</p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>CIDB</b> for investigation as a breach of the <b>CIDB Code</b></p>



**of Conduct** in terms of the **CIDB Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



## PART T1.3: FUNCTIONALITY SCORING SCHEDULES

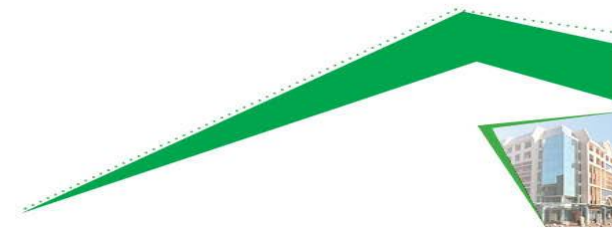


T 1.3:

**FUNCTIONALITY SCORING SCHEDULES**

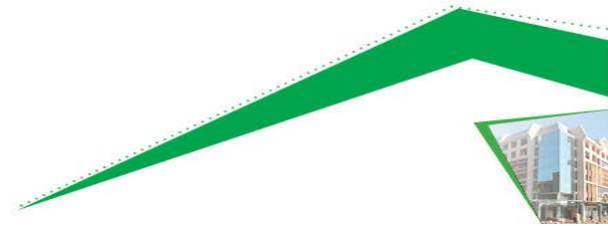
**Table A1: FUNCTIONALITY CRITERIA SCORE**

Functionality Criteria	Sub-criteria		Requirements from Tenderers
	Description	Max Points	
Demonstrated experience (past performance) in comparable projects – Construction of hospital / clinic / office buildings, renovations and upgrades etc.	Value of Projects – How many projects	40	<p>This criterion covers the experience and knowledge that the Tenderer has with working on other construction projects that are comparable in terms of complexity, size, value and construction durations. Tenderers are to provide details on Building infrastructure projects with the highest value that have been completed (or awarded) in the past 5 years. Tenderers <b>MUST</b> provide company profiles. Decision points and the sequencing and timing of activities are very well defined indicating the bidders has optimized the use of resources including procurement, subcontractor and long lead item ordering activities.</p> <p><b>Tenderers MUST have Project Reference Forms (Form K) from the previous employer or consultants that they have worked with or are currently working with. Details of three (3) contactable references for each project listed are to be included. For a Project Reference to be valid, a minimum score of 20 points is required. Points will only be awarded for 3 valid project references. The value of projects will be determined from the Project Reference Forms.</b></p>
	Project References -How many projects	10	
	Construction works programme/schedule	10	
Qualifications, competency	Contracts Manager	8	<p>The Tenderers are to provide information that covers the level of qualifications, competency (<b>specific to the Contracts Manager, Site agent, Forman and OHS</b>). <b>Construction OHS officer to be fully registered with SACPCMP.</b> Please provide copies of qualifications</p>
	Site Agent	4	
	Foreman	4	
	Construction OHS Officer	4	
Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.2.10)	Contracts Manager	8	<p>The Tenderers are to provide information that covers the level of experience, and the positions held of the key staff <b>/(specific to the Contracts Manager, Site agent, Forman and OHS). Construction OHS officer to be fully registered with SACPCMP.</b> Please provide copies of CV's</p>
	Site Agent	4	
	Foreman	4	
	Construction OHS Officer	4	
<b>TOTAL POINTS</b>	Minimum combined weighted point threshold must equal <b>(60 points)</b> for further consideration of the tender	<b>MAX 100 POINTS</b>	

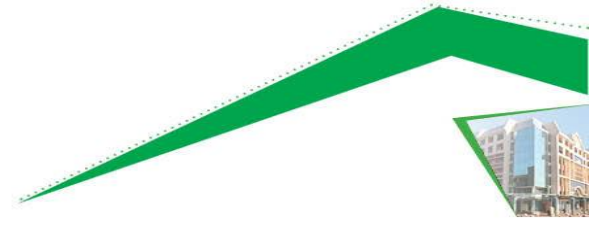


**Table A2: INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA**

#	Functionality Criteria	No response (score 0 Points)	Evaluation Indicators			
			Poor – 25 %	Satisfactory – 50 %	Good - 75 %	Very Good - 100 %
1.1	Demonstrated experience (past performance) in comparable projects – Construction of hospital / clinic / office buildings, renovations and upgrades etc. - <b>Project References</b>					Points will only be awarded for 3 valid project references. For a Project Reference (Form K) to be considered, it must have a minimum score of 20 points
1.2	Demonstrated experience (past performance) in comparable projects – Construction of hospital / clinic / office buildings, renovations and upgrades etc. - <b>Value of Project</b>		Value of a single project completed in the last 5yrs, not greater than R50m. This is determined from a valid project reference (Form K)	Value of a single project completed in the last 5yrs, greater than R50m and not greater than R75m. This is determined from a valid project reference (Form K)	Value of a single project completed in the last 5yrs, greater than R75m and not greater than R100m. This is determined from a valid project reference (Form K)	Value of a single project completed in the last 5yrs, greater than R100m. This is determined from a valid project reference (Form K)



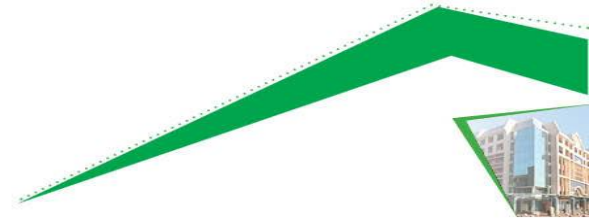
2.1	Qualifications of the key staff / personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual before application of the weighting fact	<b>Construction Manager</b>		NQF Level 6 certificate provided in the built environment	NQF Level 6 certificate in the built environment	NQF Level 7 qualification in the built environment	An NQF Level 8 qualification in the built environment & Professional registration in the Built environment
		<b>Site Agent</b>		Short Courses in the construction sector – Certificate of Attendance	NQF Level 5 certificate provided in the Built Environment.	NQF Level 6 qualification in the built environment.	NQF Level 7 qualification in the Built Environment.
		<b>Foreman</b>		Artisan/construction sector certificates	An NQF Level 6 Qualification in the built environment.	An NQF Level 6 qualification in the built environment AND short course certificate on social / community development	An NQF Level 7 qualification in the built environment with AND short course certificate on Management
		<b>Construction OHS officer</b>					Points are only awarded for a Construction OHS Officer, fully registered with <b>SACPCMP</b>
2.2	Experience of the key staff personal that will be available to manage the execution of the project	<b>Construction Manager</b>		Less than 5 years' experience in construction contract management.	Five years or more, but less than 10 years' experience in construction contract management.	Ten years or more but less than 15 years' experience in construction contract management.	Fifteen or more years' experience in construction contract management
		<b>Site Agent</b>		Less than 5 years' experience on construction sites.	Five years or more, but less than 10 years' experience on construction sites	Ten years or more, but less than 15 years' experience on construction sites	Fifteen or more years' experience on construction sites
		<b>Foreman</b>		Less than 5 years' experience on construction sites.	Five years or more, but less than 10 years' experience on construction sites	Ten years or more, but less than 15 years' experience on construction sites	Fifteen or more years' experience on construction sites
		<b>Construction OHS officer</b>		Less than 5 years' experience on construction sites.	Five years or more, but less than 10 years' experience on construction sites	Ten years or more, but less than 15 years' experience on construction sites	Fifteen or more years' experience on construction sites



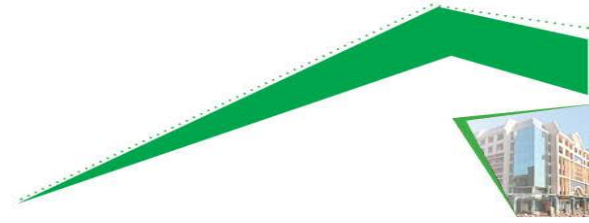
The Functional Criteria Score allocation is fully described in **Table A1** (attached **Annexure A**), and the coring indicators for functionality scoring is detailed in **Table A2**.

The description of each of the functionality criteria is described in detail and comments/documentation/description on the information that is required from the Tenderers is listed. A Minimum combined weighted point threshold must equal **(60 points)** for further consideration of the tender.

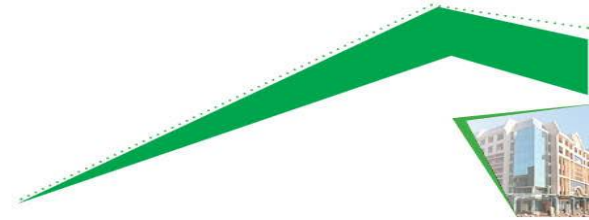
The total score is **100 points**.



## PART T2 RETURNABLE DOCUMENTS



## **PART T2.1: LIST OF RETURNABLE DOCUMENTS**



## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for bid evaluation purposes

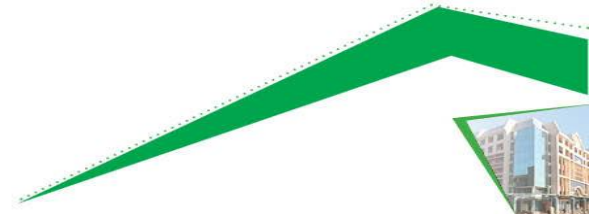
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

### 2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1
- Protection of personal content: Consent



**PART A**

**SBD 1**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

BID NUMBER:	SCMU5-26/27-0025	CLOSING DATE:	14 July 2026	CLOSING TIME:	11:00am
-------------	------------------	---------------	--------------	---------------	---------

DESCRIPTION: REPAIRS, RENOVATIONS & REHABILITATION (RRR) OF GREY HOSPITAL

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT**

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON		CONTACT PERSON	Ms. Unati Ntintili
TELEPHONE NUMBER		TELEPHONE NUMBER	066 484 0436
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:supply_chain@ecdpw.gov.za">supply_chain@ecdpw.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Unati.Ntintili@ecdpw.gov.za">Unati.Ntintili@ecdpw.gov.za</a>

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

**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			

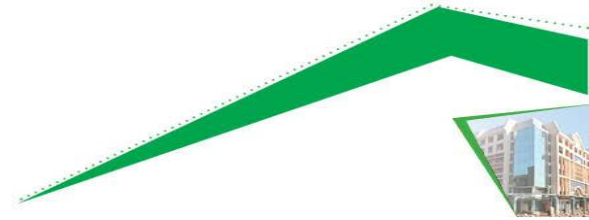
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
----------------------------	----------------------------	----	-------------------------------	------

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
-----------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

.....

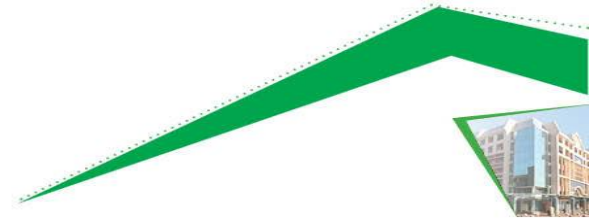
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



## Compulsory Enterprise Questionnaire

### A

#### Compulsory Enterprise questionnaire

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

**Section 1: Name of enterprise:**

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

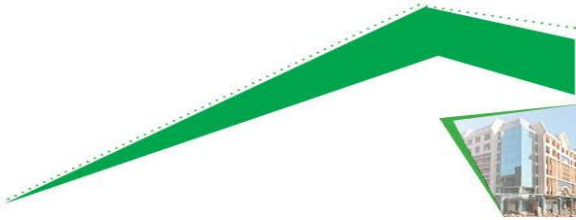
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....



**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

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

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

Full Name	Identity Number	Name of State institution

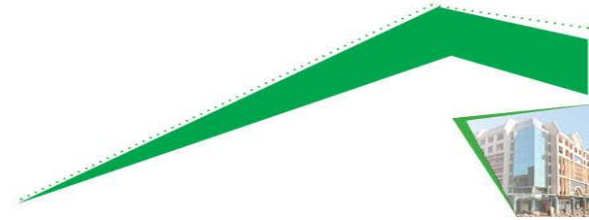
2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

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



**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

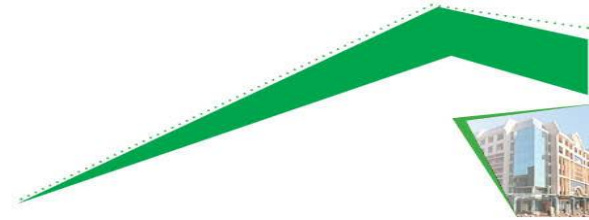
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....  
Signature  
.....  
Position

.....  
Date  
.....  
Name of bidder

<sup>2</sup> **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.**



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The lowest 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.

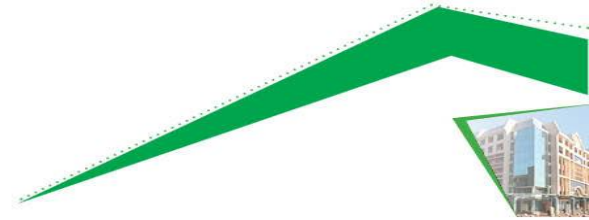
#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

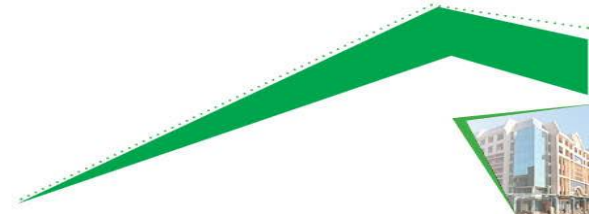
#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where:

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

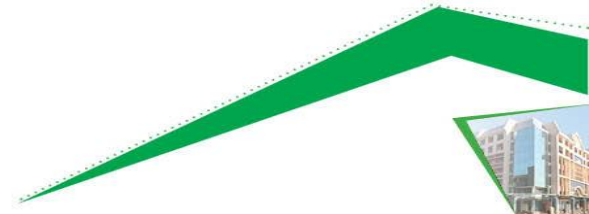


**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 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 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual: -</b>		
(a) 100% black ownership	2	
(b) 51% to 99% black ownership	1	
(c) Less than 51% black ownership	0	
<b>Black women ownership: -</b>		
(a) 100% black women ownership	2	
(b) 30% to 99% black women ownership	1	
(c) Less than 30% black women ownership	0	
<b>Locality</b>		
(a) Within the Eastern Cape	4	
(b) Outside the Eastern Cape	0	
<b>Black youth ownership: -</b>		
(a) 100% black youth ownership	2	
(b) 30% to 99% black youth ownership	1	
(c) Less than 30% black youth ownership	0	



**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:

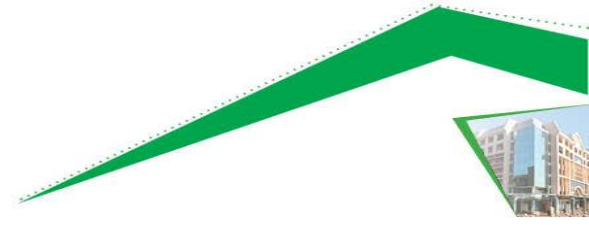
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor 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 TENDERER(S)**

**SURNAME AND NAME:** .....

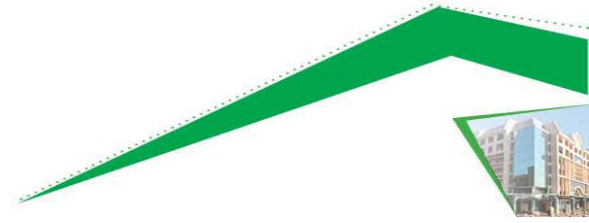
**DATE:** .....

**ADDRESS:** .....

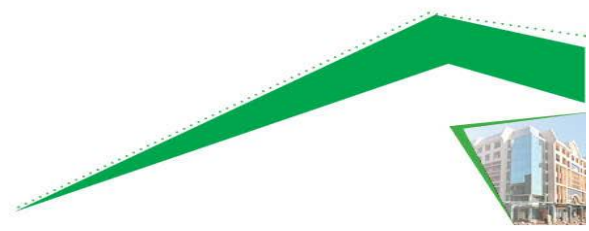


# **PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**(ATTACH HERE)**



***VALID COPY CIDB CERTIFICATE***  
**(ATTACH HERE)**



### **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.

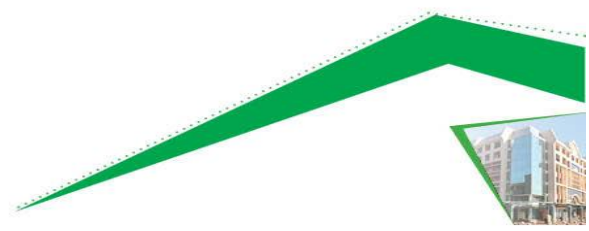
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure 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 Public Works and Infrastructure 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 Public Works and Infrastructure 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 Public Works and Infrastructure. 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 Public Works and Infrastructure 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 Public Works and Infrastructure 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

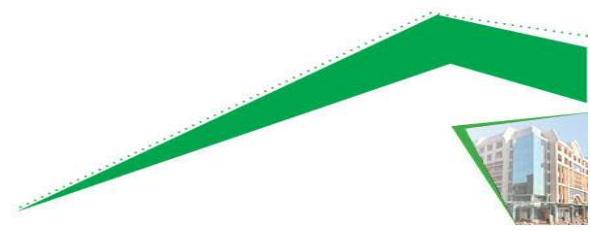
- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
- 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 Public Works and Infrastructure 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 Public Works and Infrastructure.

**On behalf of the Bidder:**

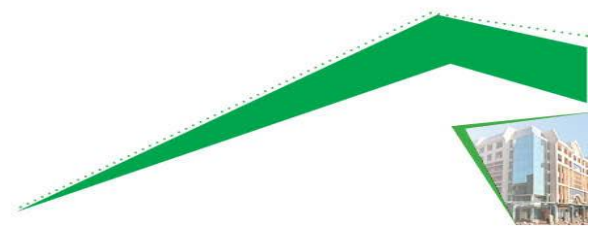
..... Signature	..... Date
..... Position	..... Name of the Bidder

**On behalf of the Client:**

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

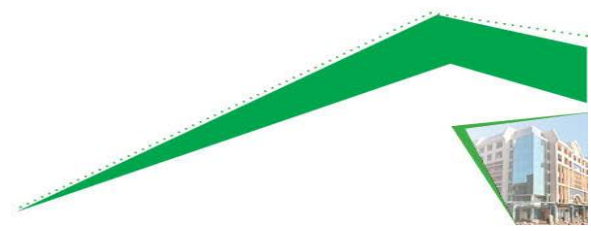


## THE CONTRACT

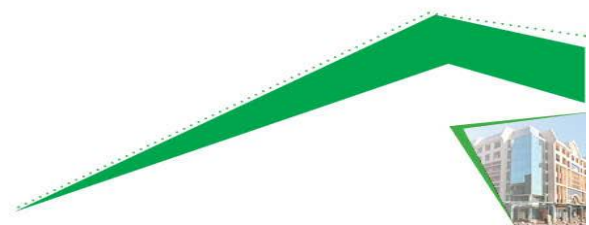


## **PART C1**

### **AGREEMENTS AND CONTRACT DATA**



## **PART C1.1: FORM OF OFFER AND ACCEPTANCE**



**C1.1- Form of Offer and Acceptance**

**Annex C**  
*(normative)*  
**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU number</b>	<b>SCMU5-26/27-0025</b>

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REPAIRS, RENOVATIONS & REHABILITATION (RRR) OF GREY HOSPITAL.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

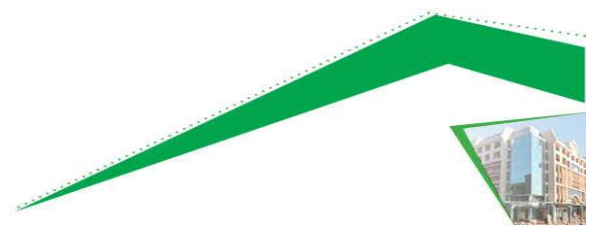
**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....  
 ..... Rand (in words) ;  
 R ..... (in figures)  
 (or other suitable wording)

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

Signature  
 .....  
 Name  
 .....  
 Capacity  
 .....  
**for the tenderer**  
 .....  
 (Name and address of organization)

Name and signature of witness ..... Date .....



**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

Signature

.....

Name

.....

Capacity

.....

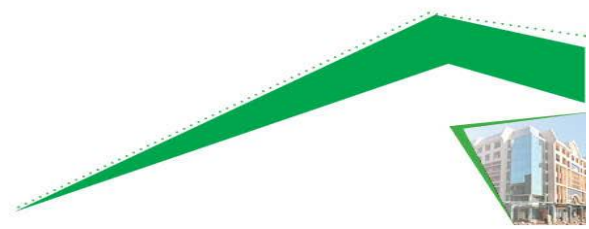
**for the Employer**

.....

(Name and address of organization)

Name and signature

of witness ..... Date .....



**Schedule of Deviations**

1 Subject \_\_\_\_\_  
Details \_\_\_\_\_

2 Subject \_\_\_\_\_  
Details \_\_\_\_\_

3 Subject \_\_\_\_\_  
Details \_\_\_\_\_

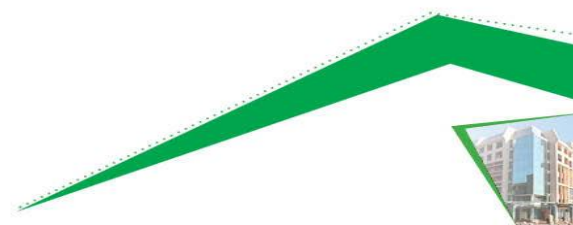
4 Subject \_\_\_\_\_  
Details \_\_\_\_\_

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

<sup>1</sup> 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*



**A**

**RECORD OF ADDENDA TO BID DOCUMENTS**

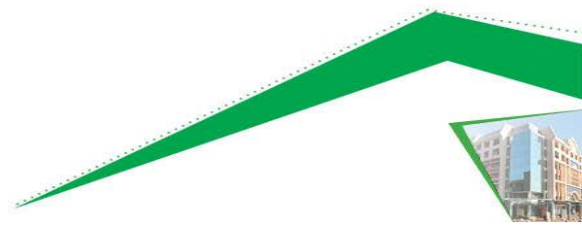
<b>PROJECT TITLE</b>		<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>	
<b>SCMU NUMBER</b>		<b>SCMU5-26/27-0025</b>	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



**B**

**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.

<b>PROJECT TITLE</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>

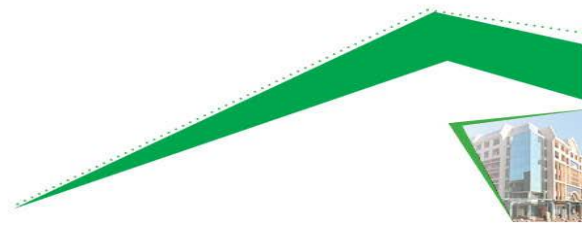
Page	Clause /Item	Proposal

**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 \_\_\_\_\_



**C**

**RESOLUTION FOR SIGNATORY**

**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: \_\_\_\_\_

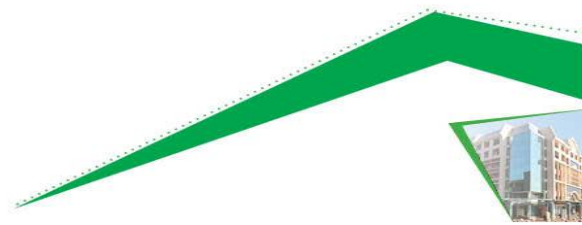
DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	

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



**D**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

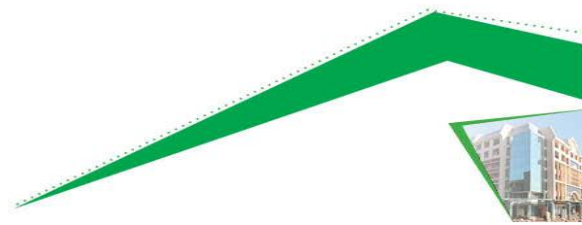
This Returnable Schedule is to be completed by joint ventures.

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.

<b>PROJECT TITLE</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
----------------------	-------------------------------------------------------------------------

<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>
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<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....

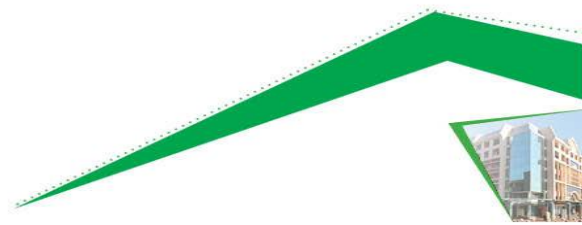


**E**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

<b>PROJECT TITLE</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					

**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

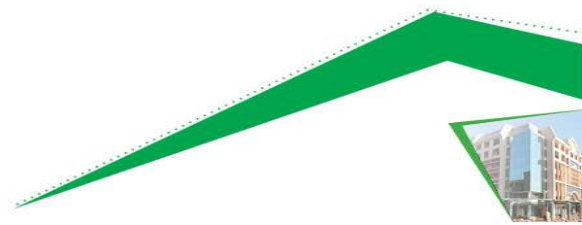
Position

-----

-----

*Enterprise name*

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**F**

**CAPACITY OF THE BIDDER**

<b>PROJECT TITLE</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

*Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)*

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

**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.**

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....

**Enterprise Name:** .....



**G**

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Tenderers must submit a max one-page description of at least three projects successfully completed.

**Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

*If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).*

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.

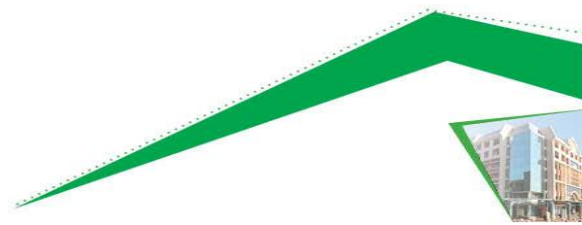
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



**H**

**RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist) **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
  - 2.1. Name of project.
  - 2.2. Name of client.
  - 2.3. Contact details of client.
  - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer’s team members were contracted.
  - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

***Attach a separate page to address this issue (the above table is just for reference purposes).***

Signed

Date

.....

Name

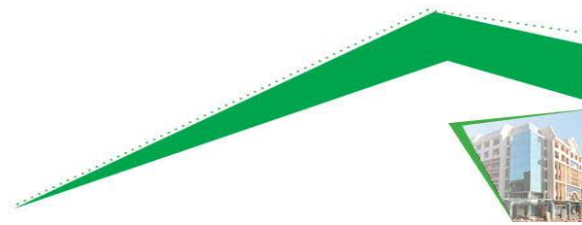
Position

.....

*Enterprise name*

.....

**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.**



**!**

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

Position

.....

*Enterprise name*

.....

***If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).***



**J**

**SCHEDULE OF TENDERER'S LITIGATION HISTORY**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

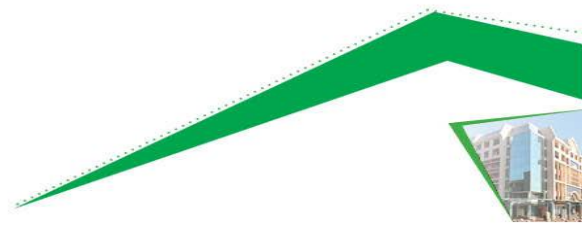
Name

Position

.....

*Enterprise name*

.....



**K**

**Project Reference Forms – 1**

<b>Project title:</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-26/27-0025</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

<b>Key Performance Indicators</b>	<b>Very Poor 1</b>	<b>Poor 2</b>	<b>Fair 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	<b>Total</b>
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---



---



D. My contact details are:

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

Signature of principal agent

**COMPANY STAMP**

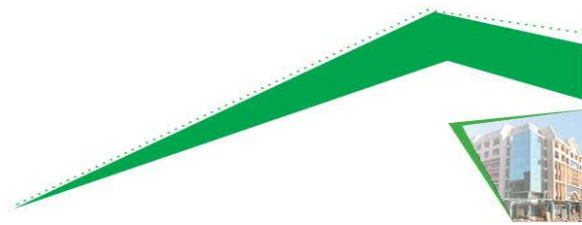
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



**Project Reference Forms - 2**

<b>Project title:</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-26/27-0025</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

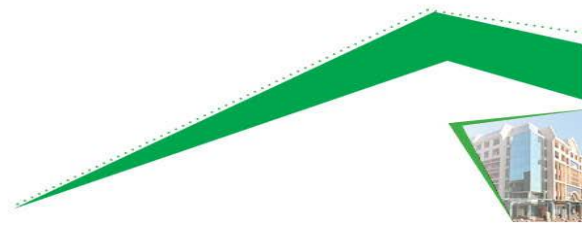
YES	NO

C. Any other comments:

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D. My contact details are:

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

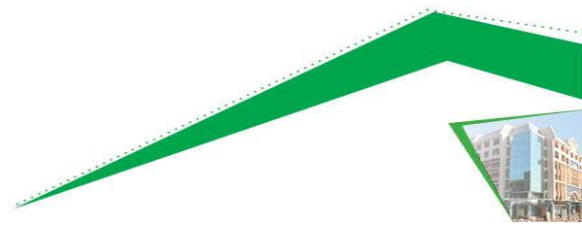
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



### Project Reference Forms – 3

<b>Project title:</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>Project Number:</b>	<b>SCMU5-26/27-0025</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

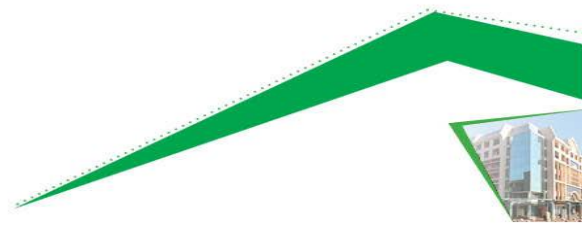
YES	NO

C. Any other comments:

---



---



D. My contact details are:

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**COMPANY STAMP**

\_\_\_\_\_  
 Signature of principal agent

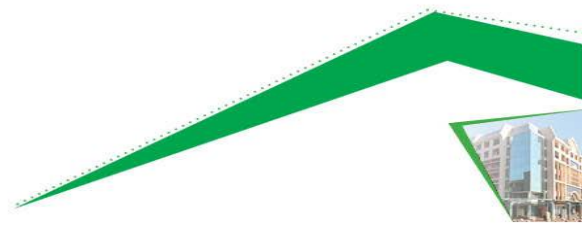
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



**L**

**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

<b>Activity</b>	<b>Risk to Safety</b>	<b>Risk to Health</b>	<b>Risk to Environmental</b>	<b>Risk to Public Safety</b>	<b>Control Measures</b>
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*



## M

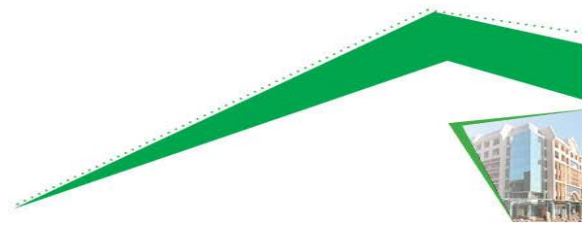
### A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

<b>PROJECT NAME</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
<b>SCMU NUMBER</b>	<b>SCMU5-26/27-0025</b>
<b>CONTRACTOR NAME:</b>	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

### A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
<b>1</b>	<b>Foundations:</b>	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
<b>2</b>	<b>Superstructure:</b>	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	



2.8	Doors Frames (Steel)	
2.9	Aluminium windows	
2.10	Aluminium doors	
<b>3</b>	<b>Internal Finishes:</b>	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirtings	
3.3	Floor finishes and skirtings (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
<b>4</b>	<b>External Finishes:</b>	
4.1	Bricks (all kinds)	
4.2	External Plaster	
4.3	External Wall Finishes (Painting)	
<b>5</b>	<b>Fittings and Furniture:</b>	
5.1	Ironmongery	
5.2	Sanitaryware	
5.3	Stainless Steel Fittings	
5.4	Blinds	



<b>6</b>	<b>Services:</b>	
6.1	Plumbing Pipes	
6.2	Plumbing Fittings	
<b>7</b>	<b>External Works:</b>	
7.1	Paving	
7.2	Kerbing	
7.3	Fencing	
7.4	Stormwater pipes	
7.5	Stormwater channels	
7.6	Water pipes	
7.7	Sewer Pipes	
	<b>TOTAL</b>	

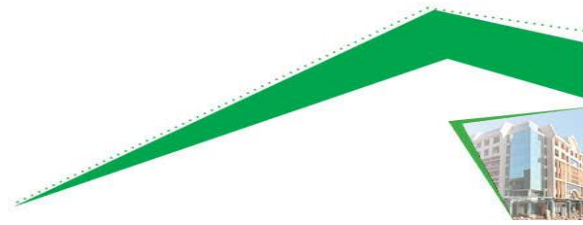
**B. CONFIRMATION**

- I..... (**Contractor name**)  
acknowledge and confirm the above-mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

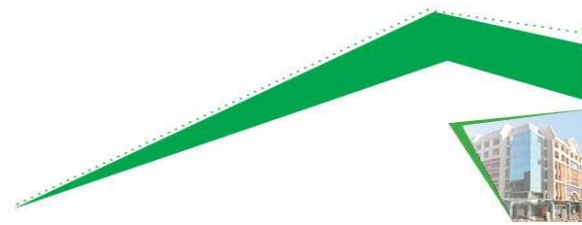
-----  
**Representative of the Contractor (Name)**

-----  
**Signature**

-----  
**Date**



## PART C1.2: CONTRACT DATA



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

**A PROJECT INFORMATION**

**A1.0 Works [1.1]**

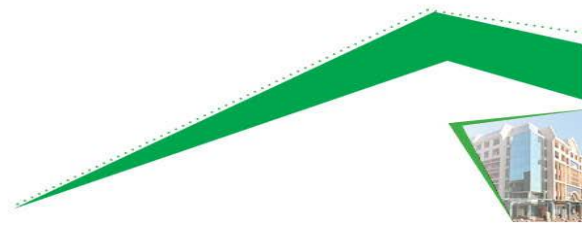
Project name	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>
Reference number	<b>SCMU5-26/27-0025</b>
Works description	Refer to document C3 – Scope of Work

**A2.0 Site [1.1]**

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Qonce (King Williams Town), Eastern Cape
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City Metropolitan Municipality

**A3.0 Employer [1.1]**

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Ms. U. Ntintili		
E-mail	<a href="mailto:Unati.Ntintili@ecdpw.gov.za">Unati.Ntintili@ecdpw.gov.za</a>		
Mobile number	066 484 0436	Telephone number	
Postal address	Private bag X002	Postal Code	5605
Physical address	Qhasana Building, Department of Public Works and Infrastructure, Independence Avenue, Bhisho	Postal Code	5605



**A4.0 Principal Agent [1.1]**

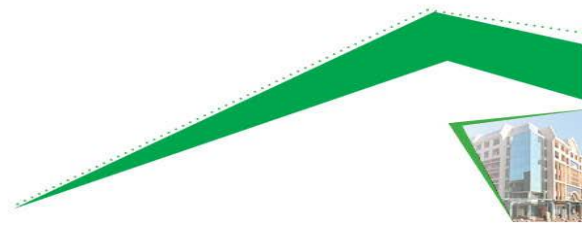
Name	Principal Agent		
Legal entity of above	Masha Design Group	Contact person	Allen Dzuda
Practice number		Telephone number	087-153 5891
		Mobile number	067-187 7788
Country	South Africa	E-mail	<a href="mailto:info@mashagroup.co.za">info@mashagroup.co.za</a>
Postal address	23 Tecoma Street, Berea, East London	Postal Code	5247
Physical address	23 Tecoma Street, Berea, East London	Postal Code	5247

**A5.0 Agent [1.1]**

Discipline	Quantity Surveyor		
Name	FWJK Quantity Surveyors		
Legal entity of above		Contact Person	Alastair Clarke
Practice number		Telephone Number	043-407 8700
		Mobile Number	063 406 7262
Country	South Africa	E-mail	<a href="mailto:ac@fwjkel.co.za">ac@fwjkel.co.za</a>
Postal address	13 Greenwood Street, Berea, East London	Postal Code	5247
Physical address	13 Greenwood Street, Berea, East London	Postal Code	5247

**A6.0 Agent [1.1]**

Discipline	Architect		
Name	Masha Design Group		
Legal entity of above		Contact person	Sithembele Maselwa
Practice number		Telephone number	087-153 5891
		Mobile number	068 199 1601
Country	South Africa	E-mail	<a href="mailto:sithembele@mashagroup.co.za">sithembele@mashagroup.co.za</a>
Postal address	23 Tecoma Street, Berea, East London	Postal Code	5247
Physical address	23 Tecoma Street, Berea, East London	Postal Code	5247



**A7.0 Agent [1.1]**

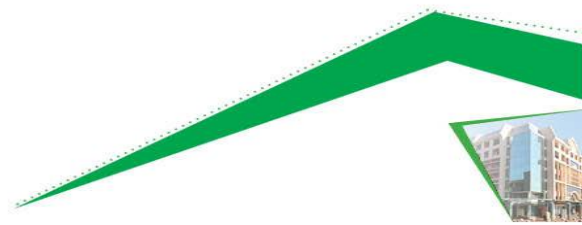
Discipline	Civil/Structural Engineer		
Name	MBSA Consulting		
Legal entity of above		Contact person	Themba Twenani
Practice number		Telephone number	043 726 6513
		Mobile number	076 574 7498
Country	South Africa	E-mail	<a href="mailto:info@mbsaconsultants.com">info@mbsaconsultants.com</a>
Postal address	MBSA House, 8 Pine Park Street, Vincent, East London	Postal Code	5247
Physical address	MBSA House, 8 Pine Park Street, Vincent, East London	Postal Code	5247

**A8.0 Agent [1.1]**

Discipline	Electrical Engineer		
Name	Mekan Engineer Services		
Legal entity of above		Contact person	Andisiwe Mngcandubana
Practice number		Telephone number	043 726 0248
		Mobile number	083 633 9303
Country	South Africa	E-mail	<a href="mailto:andisiwe@mekanes.co.za">andisiwe@mekanes.co.za</a>
Postal address	5 Steward drive, Baysville, East London	Postal Code	5200
Physical address	5 Steward drive, Baysville, East London	Postal Code	5200

**A9.0 Agent [1.1]**

Discipline	Mechanical Engineer		
Name	Indyebo Engineering & Project Management		
Legal entity of above		Contact person	Stanley Shonga
Practice number		Telephone number	012 664 1031
		Mobile number	082 465 1203
Country	South Africa	E-mail	<a href="mailto:info@indyeboprojects.co.za">info@indyeboprojects.co.za</a>
Postal address	244 Jean Avenue, Unit 2 Norma Jean Square, Centurion	Postal Code	0157
Physical address	244 Jean Avenue, Unit 2 Norma Jean Square, Centurion	Postal Code	0157



**A10.0 Agent [1.1]**

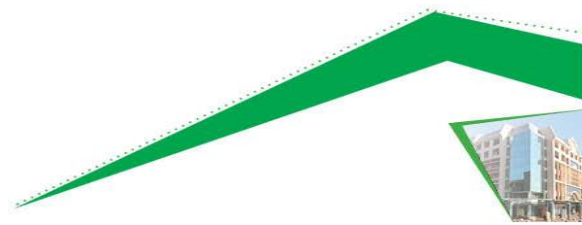
Discipline	Construction Health & Safety Agent		
Name	Mink-Line Consulting CC		
Legal entity of above		Contact person	Thembelani Mrwetyana
Practice number		Telephone number	082 080 7791
		Mobile number	082 080 7791
Country	South Africa	E-mail	thembelani@minkline.co.za
Postal address	55 Beaconhurst Drive, Beacon Bay, East London	Postal Code	5241
Physical address	55 Beaconhurst Drive, Beacon Bay, East London	Postal Code	5241

**A11.0 Agent [1.1]**

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

**A12.0 Agent [1.1]**

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



## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	<b>Standard System of Measuring Building Work (Sixth Edition) as amended</b>
-------------------------------------------------------------	----------------------------------------------------------------------------------

### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	<b>Republic of South Africa</b>
--------------------------------------------------------------------	---------------------------------

### B 3.0 Offer and acceptance [3.0]

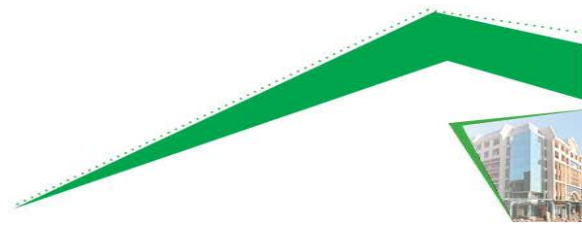
Currency applicable to this <b>agreement</b> [3.2]	<b>South African Rand</b>
-------------------------------------------------------	---------------------------

### B 4.0 Documents [5.0]

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

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30

<b>Contract drawings</b> – description	Number	Revision	Date
Refer to Part 3- Drawings			



**B 5.0 Employer's Agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
<b>Principal Agent</b>

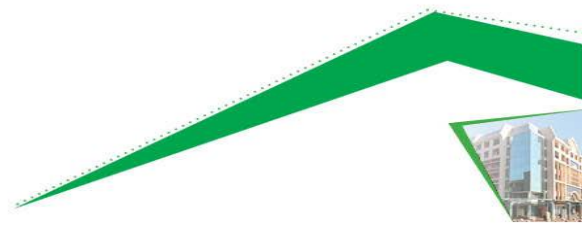
<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
<b>None</b>

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New <b>works</b> [10.1.1] (contract sum or amount)			
or	<b>Works</b> with practical completion in sections [10.2] (contract sum or amount)			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	Escalation, professional fees and reinstatement costs if not included above			X
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

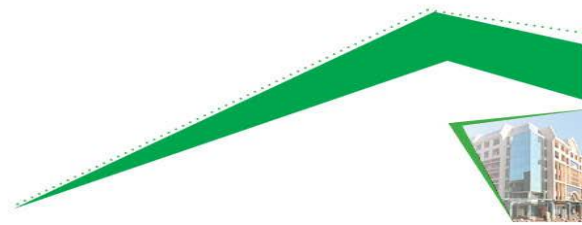
Insurances by <b>Contractor</b>			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New <b>works</b> [10.1.1]		N/A	N/A



	<b>(contract sum or amount)</b>			
or	<b>Works with practical completion in sections [10.2] (contract sum or amount)</b>		N/A	N/A
or	<b>Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)</b>		<b>To the minimum value of the contract sum + 10%</b>	<b>With a deductible not exceeding 5% of each and every claim</b>
	<b>Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>		N/A	X
	<b>Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>		N/A	X
	Escalation, professional fees and reinstatement costs if not included above		N/A	X
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			R60 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]**

<b>Existing premises will be in use and occupied [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restriction of working hours [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description	The execution of the project shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends.		
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>		<b>Yes / No?</b>	<b>Yes</b>



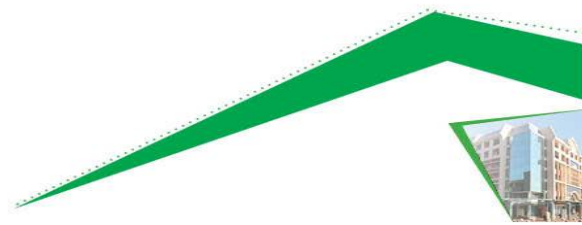
If yes, description			
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>	<b>Yes / No?</b>	<b>No</b>	
If yes, description			
<b>Supply of free issue [12.1.10]</b>	<b>Yes / No?</b>	<b>No</b>	
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

<b>Yes / No?</b>	<b>No</b>	<b>If yes, description of specialisation</b>
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]**

<b>Yes / No?</b>	<b>Yes</b>	<b>If yes, description of specialisation</b>
Specialisation 1		Electrical Installation
Specialisation 2		Mechanical Installation
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]

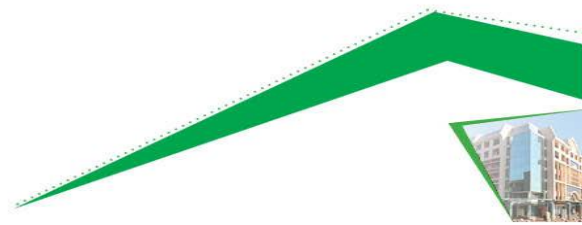
**B 11.0 Description of sections [20.1]**

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section 7</b>	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]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		<b>10 Working days</b>	<b>36 (Calendar) Project as whole</b>	<b>R1.00/R100 of Contract Amount</b>

or where **sections** are applicable



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]
				Penalty amount per calendar day (excl. tax)
	X	Working days	Period in months	
Section 1	X			
Section 2	X			
Section 3	X			
Section 4	X			
Section 5	X			
Section 6	X			
Section 7	X			
Section 8	X			
Remainder of the	X			

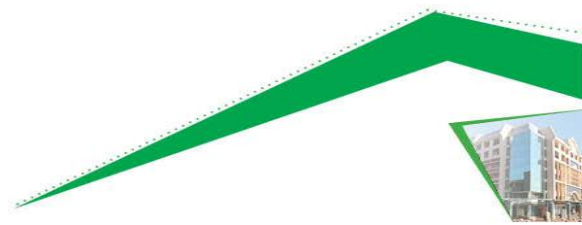
Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
No further Criteria

**B 13.0 Defects liability period [21.0]**

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

**B 14.0 Payments [25.0]**

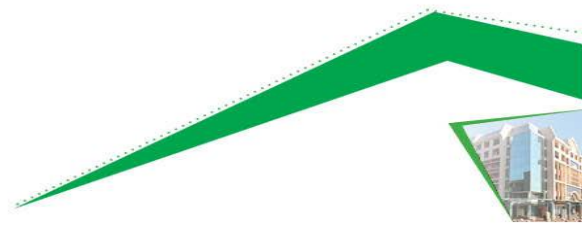
Date of month for issue of regular <b>payment certificates</b> [25.2]	<b>20th</b>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	<b>Yes / No?</b>	<b>Yes</b>	
If yes, method to calculate			



<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>
-----------------------------------------------------------------	----------------------------------

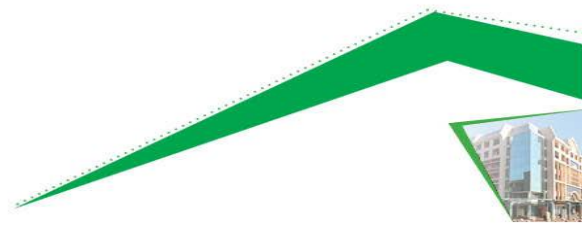
**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10] Name of nominating body	<b>Refer to Part C1.3 Dispute Resolution Mechanism</b>	
Applicable rules for adjudication [30.6.2]	<b>Adjudication in accordance with the JBCC adjudication process</b>	
Arbitration [30.7.4; 30.10]	<b>Yes / No?</b>	<b>Yes</b>
If Yes, name of nominating body	<b>Association of Arbitrators (SA)</b>	
*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**

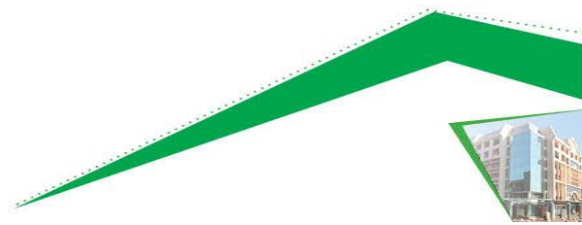
Provisional bills of quantities [B2.2]	<b>Yes / No?</b>	<b>Yes</b>
Availability of construction information – is the construction information complete? [B2.3]	<b>Yes / No?</b>	<b>No</b>
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	Refer to C3.1: Scope of Works for works previously executed	
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]	The contractor shall, immediately after taking possession of the site, inspect the works executed under the previous contract and notify the principal agent in writing within ten (10) working days of any existing defects	
Inspection of adjoining properties - details [B3.3]	N/A	
Handover of <b>site</b> in stages - specific requirements [B4.1]	N/A	
Enclosure of the <b>works</b> - specific requirements [B4.2]	The contractor must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1.8m high with lockable access gate, which must be maintained during the construction period and removed on completion of the works.	
Geotechnical and other investigations - specific requirements [B4.3]	N/A	
Existing premises occupied - details [B4.5]	N/A	



Services - known - specific requirements [B4.6]		Services not indicated on drawings will be pointed out on site by the principal agent	
Water [B8.1]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Electricity [B8.2]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Ablution facilities [B8.3]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
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]		Protection is required	
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 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:

### Hi risk Insurance

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



#### 10.1.5.1.1 Damage to **the works**

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

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

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

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

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

#### 10.1.5.1.3

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

#### 10.1.5.1.4

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

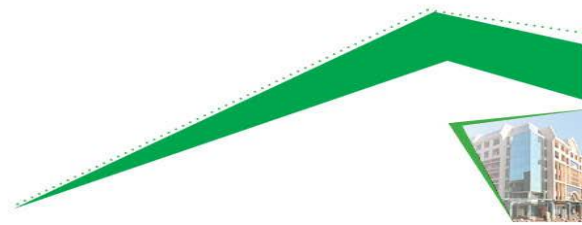
### 11.0 Securities

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 agent** 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 ninety (90) **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

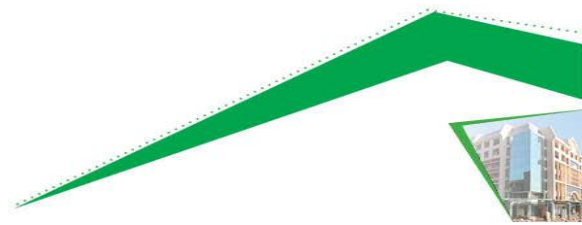
27.1.5: Not applicable

### 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]

<b>Guarantee for construction:</b> Select Option A or B		<b>Option:</b>	
Option A	<b>Payment reduction of 10% of the value certified in the payment certificate</b>		
Option B	<b>Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</b>		
<b>Guarantee for payment by employer</b> [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]		Not Applicable	

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

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

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

#### Payment methods

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

#### Lump sum contract

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



**C 4.0 Adjustment of preliminaries [26.9.4]**

<b>Contractor's selection:</b> Select Option A or B	<b>Option:</b>	
-----------------------------------------------------	----------------	--

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

**Provision of particulars**

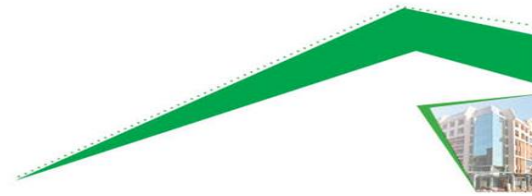
The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the contractor shall provide an apportionment of **preliminaries** per **section**

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

**Adjustment Methods**

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

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



**Failure to provide particulars within the period stated**

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

**Lump sum contract**

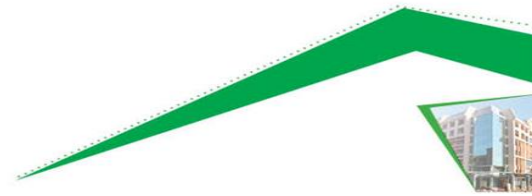
Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half percent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



## **PART C1.3: DISPUTE RESOLUTION MECHANISM**



## C1.3 CIDB ADJUDICATOR'S AGREEMENT



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

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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

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

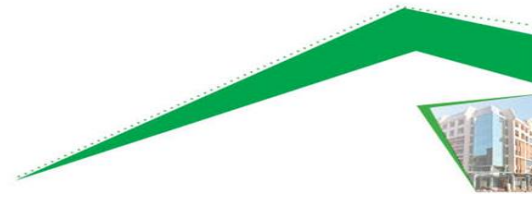
SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is  
 duly authorized to sign for and  
 behalf of the second Party in  
 the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 the Adjudicator in the presence  
 of

Witness \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_



Date: \_\_\_\_\_

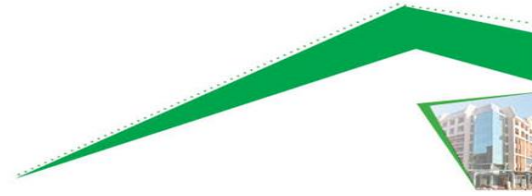
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Data**

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

\* Delete as necessary

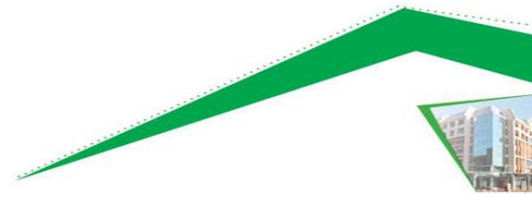


## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**SEE (ANNEXURE 1)**



## PART C2 PRICING DATA

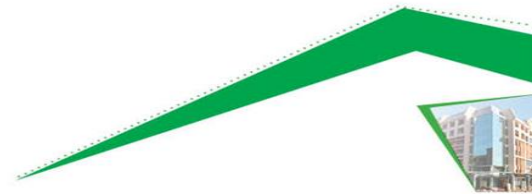


## PART C2.1: PRICING INSTRUCTIONS

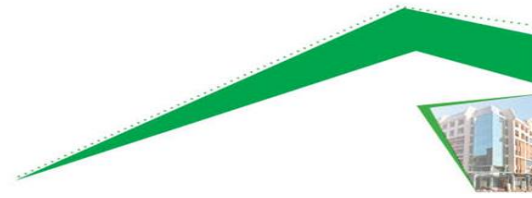


## C2.1 Pricing Instructions

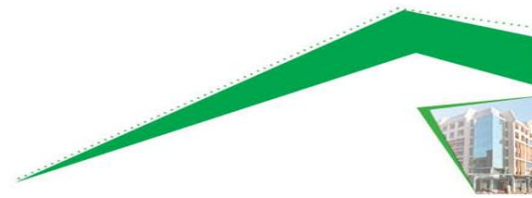
- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
  - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.



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



## ***EPWP REQUIREMENTS AND SPECIFICATION***



**SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)**

Project Name	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL</b>	SCMU Number	<b>SCMU5-26/27-0025</b>
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**Introductory notes:**

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

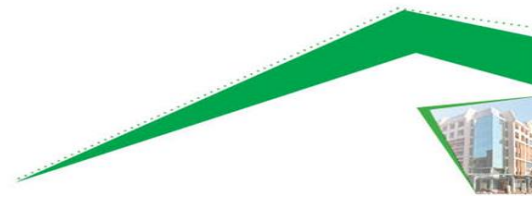
**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1.

Emerging contractors shall have personally completed or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4-unit standards. Table 1: Skills programme for supervisory and management staff.

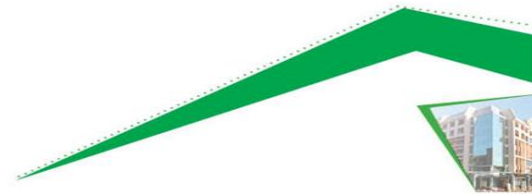


**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3-unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and  any one of these 3-unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)			

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.



- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence-agriculture is the source of income.
  - d) that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
- a) 55 % women;
  - b) 55% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions  
Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
  - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
  - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.



- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## GENERIC LABOUR-INTENSIVE SPECIFICATION

### 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

### 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### 3 Hand excavatable material

Hand excavatable material is material:

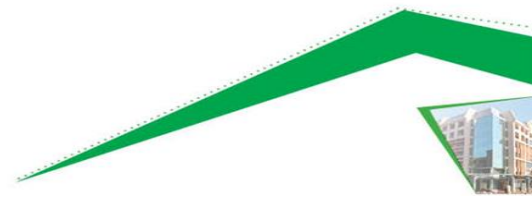
#### a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note:
- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
  - 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.



**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

**4 Trench excavation**

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

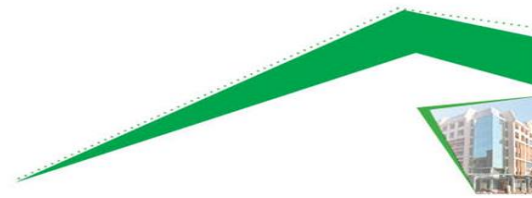
**6 Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.



- 7            **Clearing and grubbing**  
Grass and small bushes shall be cleared by hand.
- 8            **Shaping**  
All shaping shall be undertaken by hand.
- 9            **Loading**  
All loading shall be done by hand, regardless of the method of haulage.
- 10          **Haul**  
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11          **Offloading**  
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12          **Spreading**  
All material shall be spread by hand.
- 13          **Compaction**  
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14          **Grassing**  
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15          **Stone pitching and rubble concrete masonry**  
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.  
  
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.  
  
Grout shall be mixed and placed by hand.
- 16          **Manufactured Elements**  
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



## Annex A: Skills compliance plans

(Normative)

<b>Skills compliance base line plan</b>	
<b>Name of contractor:</b>	
Contact person:	Telephone:
Address:	Cell phone:
	Email:
<b>Contract / order number:</b>	<b>Start date for contract / order:</b>
<b>Contract title:</b>	
<b>Contract skills development goal (CSDG) (tick appropriate box)</b>	
<input type="checkbox"/> <b>Tendered</b> / contracted CSDG = ..... hours	
<input type="checkbox"/> <b>Minimum</b> CSDG calculated in accordance with standard	
<b>Minimum CSDG calculated in accordance with the standard</b> (complete only if applicable)	
<b>Contract type</b> (tick appropriate box):	<b>Contract amount</b>
<input type="checkbox"/> professional service	excl VAT <b>R</b>
<input type="checkbox"/> service	<b>Less expenses (if any) R</b>
<input type="checkbox"/> engineering and construction work	<b>Less allowances R</b>
	<b>Contract amount R</b>
CIDB Class of construction works, if applicable .....	
Contract amount expressed in millions of Rand R ..... m <b>①</b>	
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ..... <b>②</b>	
Minimum contract skills development goal which the contractor is required to achieve (Gmin)	
= <b>①</b> x <b>②</b> = ..... x ..... = .....	
..... hours	
<b>I intend achieving the CSDG as follows:</b>	
<input type="checkbox"/> <b>Method 1:</b> structured work experience learning component opportunities towards a part or a full occupational qualification	..... hours
<input type="checkbox"/> <b>Method 2:</b> structured work experience learning opportunities for apprentices or other artisan learners	..... hours



<input type="checkbox"/> <b>Method 3:</b> work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	..... . hours
<input type="checkbox"/> <b>Method 4:</b> structured work experience opportunities for candidates towards registration in a professional category of registration	..... . hours
<b>Total</b>	..... hours

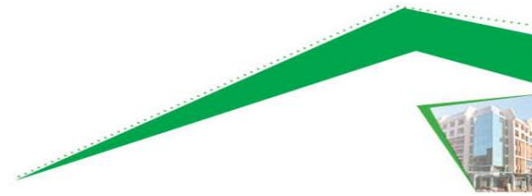
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



<b>Skills compliance report</b> (tick appropriate box)					<b>Date:</b>			<input type="checkbox"/> <b>Interim report</b>	
<input type="checkbox"/> <b>Final report</b>									
<b>Name of contractor:</b>									
Contact person:					Telephone				
Address:					Cell phone				
					email				
<b>Contract / order number:</b>					<b>Start date for contract / order:</b>				
<b>Contract title:</b>									
<b>Contract skills development goal (CSDG) . . . . . hours</b>									
<b>Method 1:</b> structured workplace experience learning component opportunities towards a part or a full occupational qualification									
<b>Employed by contractor</b>									
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours	
						Start	End		
<b>Employed by subcontractor: (state name)</b>									
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours	
						Start	End		
<b>Method 2:</b> structured work experience learning component opportunities for apprentices or other artisan learners									
<b>Employed by contractor</b>									
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base	SETA with whom the	Dates for engagement on works related to contract	Total hours		



		number		registration number (where available)	learner is registered	Start	End	

**Employed by subcontractor:** (state name)

Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	

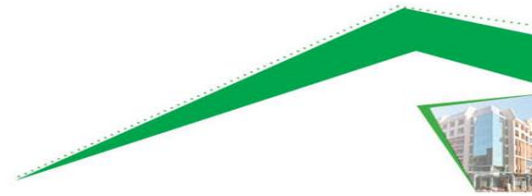
**Method 3:** work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students

**Employed by contractor**

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	

**Employed by sub-contractor**

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is	Date for engagement on contract	Total hours



					registere		

**Method 4:** structured work experience opportunities for candidates towards registration in a professional category of registration

**Employed by contractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

**Employed by subcontractor**

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

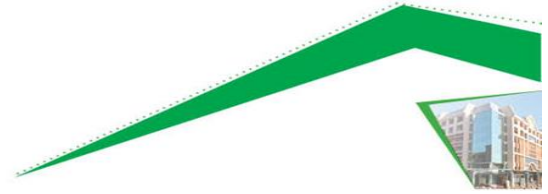
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

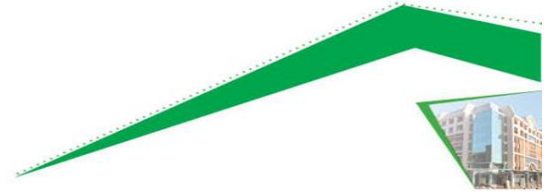
Name

Position



## **PART C2.3: BILLS OF QUANTITIES**

### **(SEE ANNEXURE 2)**



## DRAWINGS (SEE ANNEXURE 3)

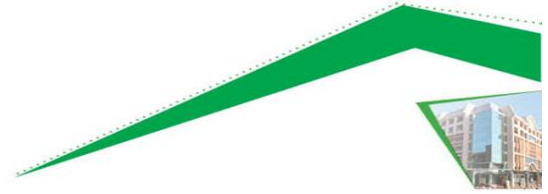
Annotations at end of description i.e. (San005) refer to the Architect's specification attached to the back of these bills of quantities. Tenderers are advised to study the Architect's specification for the full intent and meaning of the relevant item

### PART 3 - LIST OF DRAWINGS – SEE ANNEXURE 3

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase.

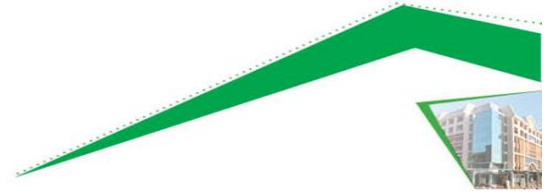
#### Contract drawings

Contract drawings – description	Number
OHS Specification	
Baseline Risk Assessment	
JBCC Guarantee for Construction	
SMME Specification	
Electrical Specification	



## **PART C3**

### **SCOPE OF WORKS**



## C3 SCOPE OF WORK

### C3 Scope of Work

<b>Project Name:</b>	<b>PROCUREMENT OF A SERVICE PROVIDER FOR THE REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY 100 BEDDED HOSPITAL.</b>
<b>Tender No:</b>	<b>SCMU5-26/27-0025</b>

#### 3.1 The Scope of the Construction Works

This Scope of Works is to be read in conjunction with the architectural drawings, engineering reports, bills of quantities, decanting plan, health and safety specification, and all other tender documentation. The purpose of this document is to outline the principal construction works required for the comprehensive refurbishment of Grey Hospital. The project shall be executed within a live operational hospital environment and shall therefore require phased construction, decanting of affected departments, infection control measures, and careful coordination with hospital management. This information is provided to assist tenderers in planning, pricing, programming and execution. Tenderers shall fully familiarise themselves with the site conditions and requirements, as no claims arising from failure to do so shall be entertained.

#### 3.2 Repairs, Renovations and Rehabilitation of Existing Grey Hospital Buildings

The project comprises the major refurbishment and associated support facilities of the following buildings:

1. Monument Building (heritage structure),
2. Clinic Building,
3. High-Rise Hospital Building.

##### 3.2.1 Monument Building (heritage structure)

Ref	Element	Scope Description
1.	Ceilings	Repair flush plastered ceilings damaged by roof leaks to architect's specifications.
2.	Lighting	Replace all lighting fixtures with new LED systems.
3.	Walls	Repair damaged walls using heritage-sensitive methods.
4.	Windows	Repair and replace all damaged to architect's specifications.
5.	Sanitary Ware	Repair and replace all damaged sanitaryware to architect's specifications.
6.	Weather Protection	Provide weather protection and damp-proofing appropriate for heritage fabric.
7.	Mechanical & Electrical	Upgrade mechanical ventilation and electrical supply as per Engineers' specifications.

##### 3.2.2 Clinic Building

Ref	Element	Scope Description
1.	Flooring	Repair and replace all damaged floors and flooring finishes to architect's specifications.
2.	Walls	Repair and replace all damaged walls and wall finishes to architect's specifications.



3.	Ceilings	Repair and replace all damaged ceilings to architect's specifications
4.	Lighting	Replace lighting as per the electrical engineer's specifications.
5.	Doors	Replace all doors to architect's specifications.
6.	Windows	Repair and replace all damaged to architect's specifications.
7.	Sanitaryware	Repair and replace all damaged sanitaryware to architect's specifications.
8.	Mechanical Ventilation	Upgrade mechanical ventilation as per Engineers' specifications.
9.	Electrical Supply	electrical supply to be assessed and maintained as per the electrical engineer's specifications.
10.	Accessibility	Provide accessible ramps and walkways as per the architect's designs and specifications.

### 3.2.3 High-Rise Hospital Building

<b>High-Rise Hospital Building – Basement Floor</b>		
Ref	Element	Scope Description
B1	Kitchen (230m <sup>2</sup> )	Repair floor drains; repair roof leaks; refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
B2	Laundry Management (187m <sup>2</sup> )	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
B3	Mortuary / Body Holding (45m <sup>2</sup> )	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services. Upgrade ventilation for infection control.
B4	Nursing Staff Areas (315m <sup>2</sup> )	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
B5	Staff Change Rooms (113m <sup>2</sup> )	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services
B6	Power Rooms (360m <sup>2</sup> )	Refurbish floors, walls, ceilings, and all electrical and mechanical services.
B7	Storage Rooms (845m <sup>2</sup> )	Refurbish floors, walls, ceilings, and all services.
B8	Internal Passage (960m <sup>2</sup> )	Refurbish floors, walls, ceilings, and all services. Repair roof leaks.
B9	External Doors	Replace Service Passage Door and Basement 2 Fire Escape doors.
<b>High-Rise Hospital Building – Ground Floor</b>		
GF1	Casualty	Replace damaged flooring; replace gate locking mechanisms; replace entrance mats; refurbish ablutions; repair roof leaks; refurbish U13/U14/U15 Treatment Areas (floors, walls, ceilings, sanitaryware, joinery, services).
GF2	OPD	Replace damaged vinyl flooring in treatment rooms; replace external doors; replace entrance mats; refurbish ablutions; repair roof leaks; refurbish all internal spaces.
GF3	Dental	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF4	Physiotherapy	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF5	POP (Plaster Room)	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF6	X-Ray	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services. Repair concrete soffits with anti-corrosion treatment.



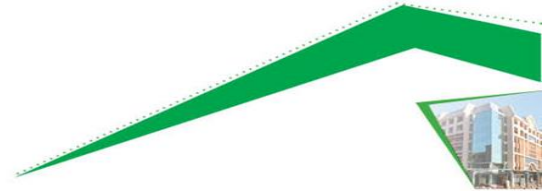
GF7	Pharmacy	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF8	Records	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF9	Nursing Management	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF10	SOPD	Refurbish floors, walls, ceilings, sanitaryware, joinery, and all services.
GF11	Internal Passage	Refurbish floors, walls, ceilings; repair roof leaks; refurbish ablutions; replace lifts; refurbish fire escape stairs.
GF12	Signage	Install new signage throughout.
GF13	Entrances	Replace main entrance wind lobby with door system suitable for stretchers and trolleys; replace entrance mats.
<b>High-Rise Hospital Building – First Floor</b>		
1F1	CSSD & Theatre	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Upgrade HVAC for infection control (20 ACH). Refurbish ablutions. Repair roof leaks.
1F2	Paediatric	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions.
1F3	Female Ward	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions.
1F4	Common Areas	Refurbish support rooms, lobby, floors, walls, ceilings, and all services. Replace lifts. Refurbish fire escape stairs. Install new signage. Refurbish passage doors.
<b>High-Rise Hospital Building – Second Floor</b>		
2F1	ARV Clinic	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions. Repair roof leaks.
2F2	Medical Male Circumcision	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions.
2F3	Common Areas	Refurbish support rooms, lobby, floors, walls, ceilings, and all services. Replace lifts. Refurbish fire escape stairs. Install new signage. Refurbish department main doors.
<b>High-Rise Hospital Building – Third Floor</b>		
3F1	Male TB Ward	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions. Repair roof leaks.
3F2	Male Ward	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions.
3F3	Common Areas	Refurbish support rooms, lobby, floors, walls, ceilings, and all services. Replace lifts. Install new signage. Refurbish department main doors.
<b>High-Rise Hospital Building – Fourth Floor</b>		
4F1	Admin Offices (507m <sup>2</sup> )	Full refurbishment of floors, walls, ceilings, sanitaryware, joinery, and all services. Refurbish ablutions. Repair roof leaks. Install power trunking to eliminate loose cables.
4F2	Common Areas (361m <sup>2</sup> )	Refurbish support rooms, lobby, floors, walls, ceilings, and all services. Replace lifts. Install new signage. Refurbish department main doors.
<b>High-Rise Hospital Building – General Elements (All Floors)</b>		
GEN1	Damaged Floors	Remove all existing vinyl tiles and finishes. Repair damaged concrete slabs. Apply self-levelling topping. Install new vinyl sheeting with welded joints and coved PVC skirting in clinical areas. Replace ceramic tiles in circulation areas, stairs, and Main Kitchen; use bacteria-resistant grout.
GEN2	Damaged Ceilings	Replace damaged composite ceilings in circulation and waiting areas. Repair concrete soffits (X-ray) with anti-corrosion



		treatment. Replace flush plastered ceilings affected by roof leaks (4th floor). Integrate service trunking into new ceiling systems.
GEN3	Damaged Walls	Repair plaster and paint at corners and door reveals. Install bumper rails and corner protection in main passages. Clean, treat mould, and repaint all internal and external plastered walls. Replace loose face bricks. Install injectable chemical damp-proof course to external brickwork. Apply breathable brick dressing to facades.
GEN4	Sanitary & Mechanical Services	Replace all dysfunctional water closets, cisterns, and handwash basins; install elbow-action clinical taps. Investigate and rectify water pipe leaks in walls and ceilings (provisional sum). Repair or replace sluicing cisterns.
GEN5	Doors	Replace main entrance wind lobby. Replace damaged external timber doors with FLB doors. Repair or replace steel doors to service rooms. Replace all damaged internal doors. Fit compliant fire doors with correct closers. Replace all ironmongery.
GEN6	Windows	Replace broken glass with toughened safety glazing. Install window closers for strong winds. Replace damaged internal cills and blinds. Seal window reveals.
GEN7	Roof & Water Leaks	Structural engineer to inspect all roof trusses for moisture damage and woodborer. Replace damaged roofing sheets with pre-coated metal sheeting. Replace gutters and downpipes; redirect downpipes to external faces. Waterproof and repaint entire roof. Correct slope on flat concrete roofs.
GEN8	Poor Lighting	Replace all light fittings with LED luminaires (4000K, CRI ≥80, CRI ≥90 for patient areas). Install motion/occupancy sensors and daylight harvesting controls. Provide new emergency and escape lighting (3-hour battery backup).
GEN9	Ventilation	Coordinate with Mechanical Engineer for complete HVAC replacement: central chilled water plant (2 × 450 kW duty/standby), dedicated AHUs for Theatres/CSSD/wards (20 ACH theatres, 6 ACH wards), negative pressure for mortuary (12 ACH), grease extraction for kitchen (8,000–12,000 m³/h).
GEN10	Sun Shading & Weather Protection	Remove existing failed sun shading louvres. Install new laser-cut tile-based sun shading devices. Replace entrance mats. Install bird proofing throughout.
GEN11	Lifts (Vertical Circulation)	Remove all existing passenger lifts. Replace with four (4) new modern, high-capacity lifts (microprocessor controls, accessible for trolleys/stretchers). Refurbish existing service lift (mechanical/electrical servicing, replacement of worn parts, control upgrades, testing and commissioning).

### 3.2.4 External Works

Ref	Element	Scope Description
EXT1	Roof	Replace all metal roof sheeting. Repair damaged roof structure. Correct slope on all flat concrete roofs and apply new torch-on waterproofing. Replace all rainwater goods (gutters, downpipes). Redirect downpipes to external faces of walls.
EXT2	Facade	Refurbish and repair all brick walls. Install injectable chemical damp-proof course. Apply breathable brick dressing. Refurbish, repair or replace all damaged windows and ironmongery. Refurbish, repair or replace all damaged security screens, burglar bars, and gates.
EXT3	Signage	Install new external signage throughout.



EXT4	Services	Refurbish, repair or replace all damaged external building services (electrical, mechanical, plumbing).
EXT5	Stormwater Drainage	Upgrade stormwater drainage systems (new channels, kerbs, pipes). Repair pavements and walkways. Improve surface water drainage around building entrances.
EXT6	Accessibility	Provide accessible ramps and walkways to all entrances as required by SANS 10400-S.

### 3.3 Decanting and Construction Phasing

**The works shall be executed and completed in five (5) sections defined in this clause. Sectional completion is required in terms of Clause 20.0 of the JBCC Principal Building Agreement Edition 6.2 – June 2024 (“the Agreement”)**

**Each section constitutes an identified portion of the works for which practical completion is required by a date earlier than required for the works as a whole.**

The hospital will remain fully operational during construction. A comprehensive Decanting Plan has been prepared by the professional team in consultation with the Eastern Cape Department of Health and Grey Hospital Management. The plan identifies suitable swing spaces, temporary relocation strategies, and phased construction sequences to ensure uninterrupted healthcare delivery throughout the refurbishment period.

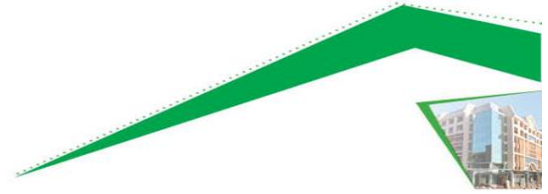
The contractor shall execute the works in accordance with the approved Decanting Plan, which is issued as part of the tender documentation.

The phased refurbishment sequence will be as follows:

Phase	Duration	Activities
Phase 1 – Enabling Works	Month 1–3	Site establishment; install temporary services; erect hoarding; prepare Monument Building (minor maintenance, fit-out).
Phase 2 – ABT Installation	Month 2–5	Earthworks, retaining walls, access ramps for ABT park homes. Deliver and install 7 modular units. Connect temporary services. Commission modular facility.
Phase 3 – Initial Decanting	Month 4–6	Decant administrative and walk-in services (SOPD, Dental, ARV Clinic, Records, Pharmacy) to Monument Building. Decant clinical services (Casualty partial, Physiotherapy, treatment rooms) to ABT park homes.
Phase 4 – Phased Refurbishment (Floor by Floor)	Month 6–30	Contractor refurbishes vacated floors of main hospital building sequentially (Basement → Ground → First → Second → Third → Fourth). Upon completion of each floor, department reoccupies, and next floor is decanted.
Phase 5 – Reoccupation and Demobilisation	Month 30–36	Reoccupy all refurbished departments. Demolish/remove ABT park homes (or retain for future use as agreed with Employer). Restore parking area. Demobilise site.

### Contractor Responsibilities

The contractor shall:



- Review the approved Decanting Plan prior to tender submission and include all associated costs (decanting, ABT park homes procurement/installation, temporary services, hoarding, signage, asset handling) in their pricing.
- Appoint a dedicated Decanting Coordinator to liaise with hospital management and the professional team.
- Execute all decanting activities in strict accordance with the approved plan and phasing schedule.
- Provide out-of-hours work (nights, weekends) for high-impact activities where required, subject to prior Client approval.
- Ensure that no clinical service is disrupted without prior notification and agreed alternative arrangements with hospital management.

### 3.4 General enabling Works

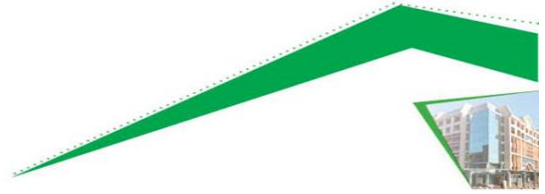
Prior to any decanting or construction activities, the contractor shall complete the following enabling works:

Ref	Enabling Work	Activities
EW1	Site Establishment	Establish contractor's site office, material storage areas, and secure access points for construction personnel and vehicles, segregated from patient and emergency routes.
EW2	Temporary Services	Install temporary electrical, water, data, and sewer services to support decanted clinical functions (Monument Building and ABT units) and to allow for systematic shutdown and replacement of services within construction zones.
EW3	Infection Control Barriers	Erect dust-proof and sound-proof temporary partitions (hoarding) to create a physical barrier between construction zones and active clinical areas, adhering to Infection Prevention and Control (IPC) protocols.
EW4	Patient and Staff Wayfinding	Implement clear, temporary signage (bilingual English/isiXhosa) to redirect patients, visitors, and staff around construction zones and to decanted departments.
EW5	Asset Management	Prepare and maintain a detailed asset register. Catalogue, pack, and securely store all hospital furniture and equipment being decanted or removed from construction zones.

### 3.5 Existing Services on Site

Grey Hospital is connected to five key municipal services provided by the Buffalo City Metropolitan Municipality, which are essential for the daily operation of the facility. These services are delivered via existing municipal infrastructure networks serving the town of Qonce (King William's Town). The following summarises each service, its current supply arrangement:

1. **Municipal Water Supply:** Potable water is supplied via the municipal water reticulation network, with the main connection located at the property boundary on Eales/Lonsdale Street. Water is available for domestic consumption, sanitation systems, and fire protection services.
2. **Municipal Sewer Infrastructure:** Wastewater generated by the hospital is discharged into the municipal sewer network, which services the surrounding urban area.



3. **Municipal Electrical Supply:** Electrical power is supplied via an 11kV medium voltage connection, feeding two existing transformers (500kVA and 315kVA) located on site.
4. **Municipal Stormwater Infrastructure:** Stormwater runoff is discharged into the municipal stormwater system via on-site surface drainage channels and underground pipes.
5. **Telecommunications (ICT):** The hospital is connected to telecommunications infrastructure for administration, ICT systems.

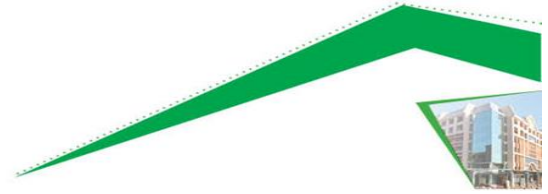
**Unknown Services (Existing):** Should any unrecorded or unknown underground services be encountered, the Contractor shall immediately cease work in the affected area and notify the Principal Agent / Engineer / Project Manager in writing. No disturbance, removal, or alteration of such services shall be undertaken until written instructions are issued.

**Damage to Services (Existing):** The Contractor shall be responsible for the rectification of damage to existing services, both known and unknown. The Contractor shall therefore make provision in his prices for the risk of damage to existing equipment/infrastructure.

**General Contractor Notes:** The contractor shall verify the exact location and condition of all municipal connection points prior to commencing work. Any proposed modifications to municipal connections shall be coordinated with the relevant municipality and utility providers. Temporary disruption to municipal services during construction shall be minimised and coordinated with hospital management.

### 3.6 Facilities provided by the Contractor

- The Contractor shall ensure that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly signposted, and has a suitable security fence, lighting and the necessary access control gates. All costs for preparation of the site establishment area are for the Contractor's account.
- The Contractor shall submit details of the layout of the site establishment to the employers' agent for acceptance. The Contractor shall provide, at their own cost, for their staff and that of the Employer, a sufficient number of toilets and maintain them in a clean and sanitary working condition.
- The Contractor shall provide temporary lighting and fencing around every section occupied by the activities during the phased construction of the works. Such fencing shall demarcate and secures the site. The fencing shall be erected before any work starts and is removed only upon completion of the work in that area. The Contractor shall be responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- Wherever the Contractor provides facilities and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, compound areas, etc., within the site, the Contractor shall make good and provide full reinstatement to the land (including all apparatus of the Employer in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Upon completion, and within one month of the date of acceptance of completion of the works, the Contractor shall completely remove from the Site all equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to Contractor, and leave the site in a tidy condition to the satisfaction of the employers.
- No excess or discarded materials or equipment may be buried or dumped within the site.
- The employer shall not provide any security for the site. The Contractor shall provide all necessary security and shall indemnify the employer against any claims and actions that may arise out of Site security.
- No housing shall be availed by the employer for the Contractor's employees. The Contractor shall make their own arrangements to house their employees and transport them to site in a



closed vehicle specifically designed for passenger transport (bus or similar) accepted by the employer in the applicable health and safety plan.

### 3.7 Health and safety risk management

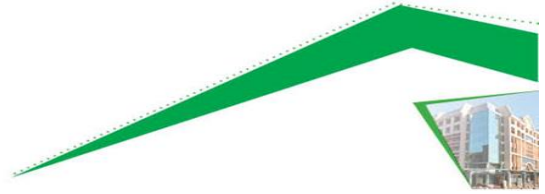
- The Contractor shall ensure that all construction activities comply fully with the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations, 2014.
- A project-specific Health and Safety Plan must be prepared by the Health and Safety Agent and approved by the Client's Agent before commencement of any works on site.
- The plan must identify all project hazards, risk assessments, and mitigation measures relevant to the construction methods and site conditions.

### 3.8 Restrictions and Constraints

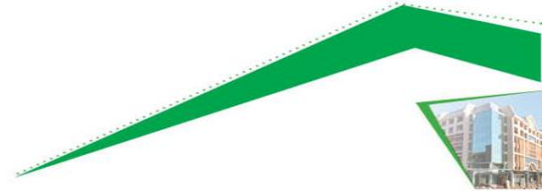
- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance.
- Noise must be kept to a minimum and within acceptable levels at all times. It is possible that the hospital could impose restricted times for demolition due to the close proximity of the site to existing accommodation.
- 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.
- NO accommodation for any construction related persons is to be erected nor can existing structures be used on the hospital site or individual housing or flat premises.

### 3.9 Operational Protocols

- Security is a priority, and the working areas 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 always specifically identifiable 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.
- No Contractor's staff is allowed to stay within the hospital premises.



## PART C4 – SITE INFORMATION



## PART 4: SITE INFORMATION

### C4.1 SITE INFORMATION

<b>Project title:</b>	<b>REPAIRS, RENOVATIONS &amp; REHABILITATION (RRR) OF GREY HOSPITAL.</b>
<b>Project Number:</b>	<b>SCMU5- 26/27-0025</b>

Grey Hospital is located in Qonce (King Williams Town), Buffalo City Metropolitan Municipality in the Eastern Cape Province.

Coordinates: 32°52'43.7"S 27°23'46.9"E

### GENERAL

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

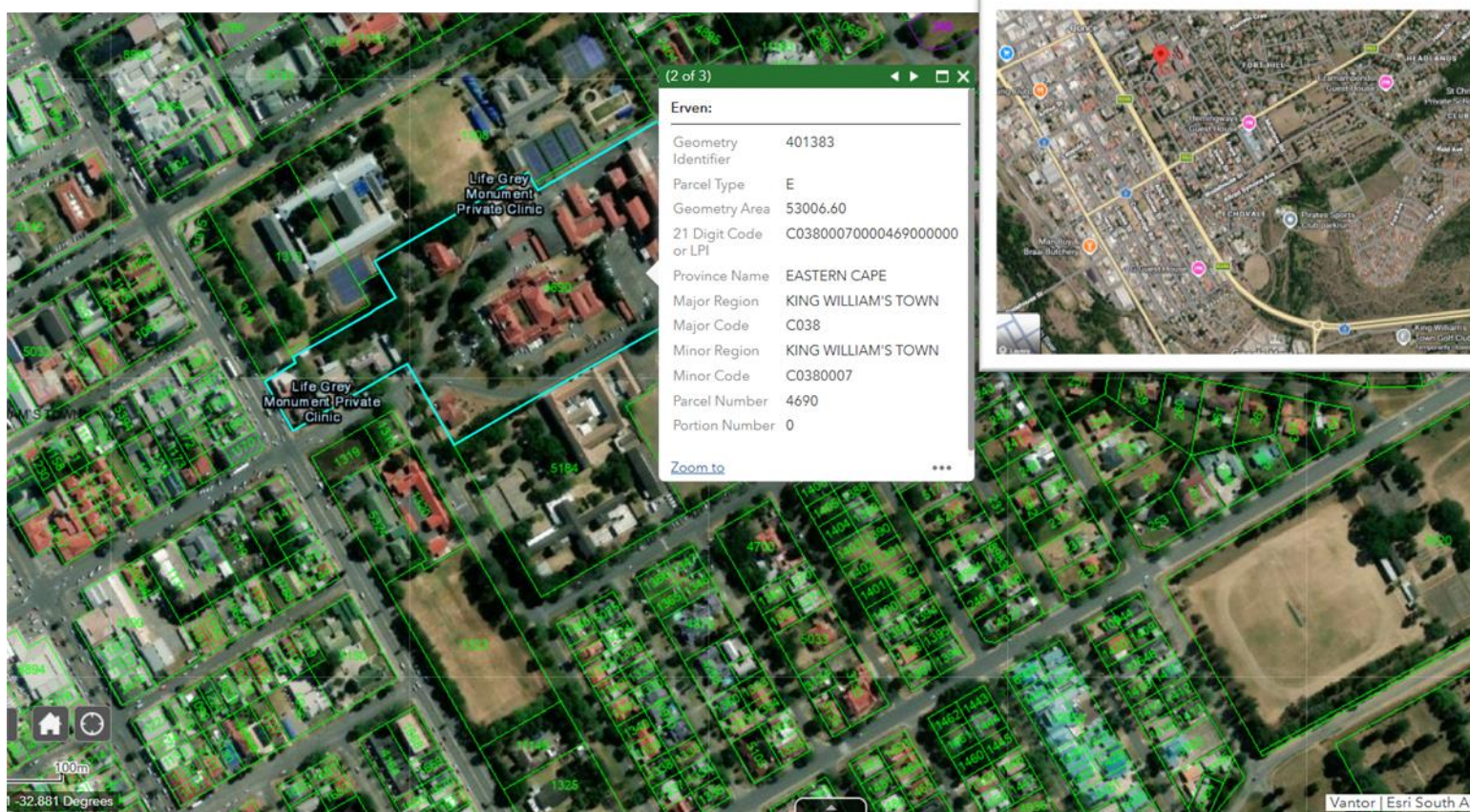


Figure 1: The Grey Hospital site along Alexandra Road (R346 Highway).

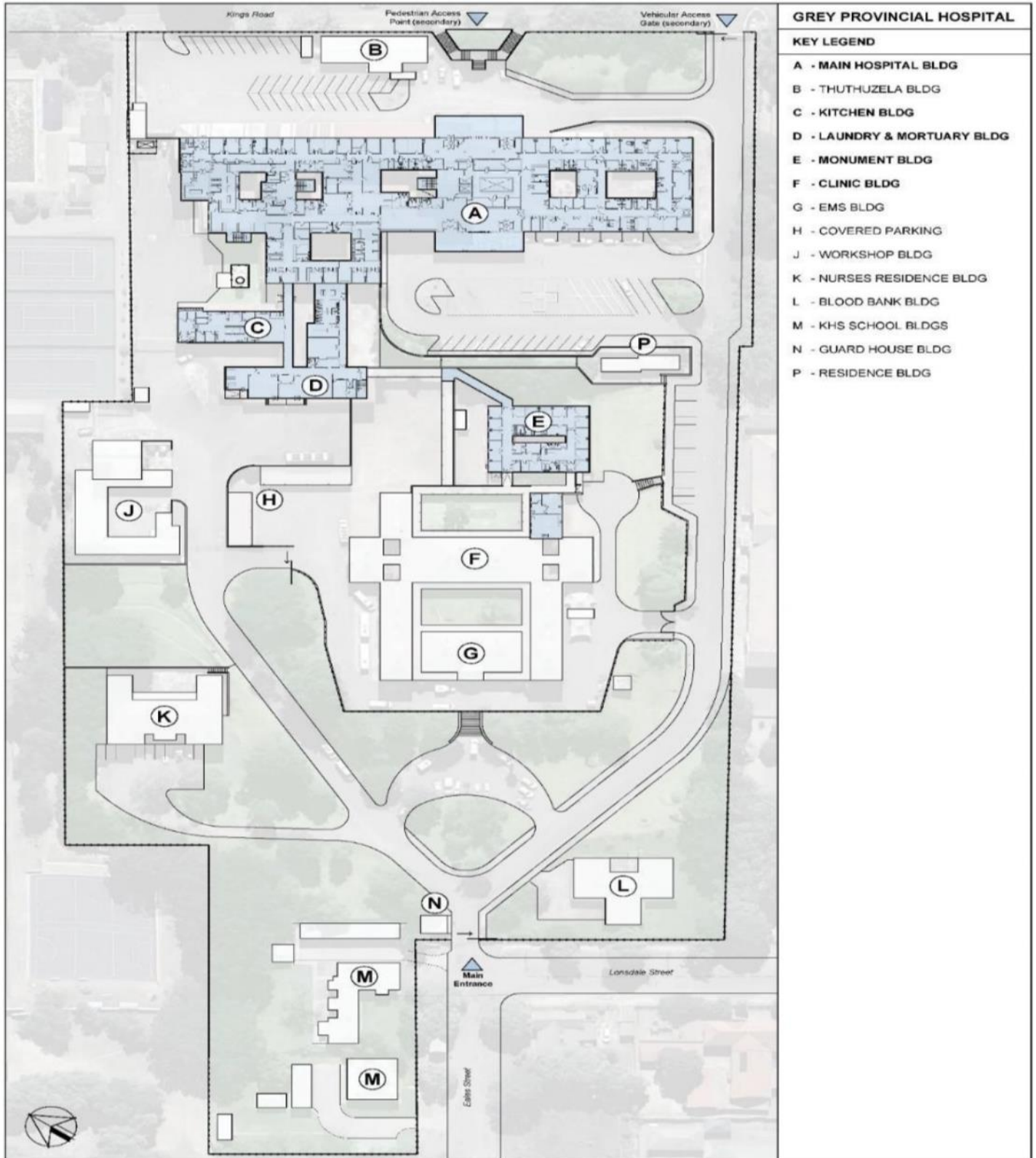
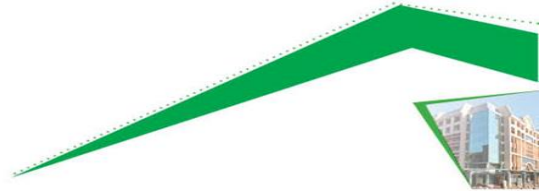
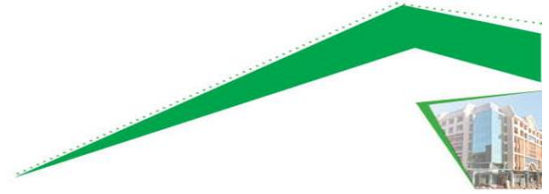
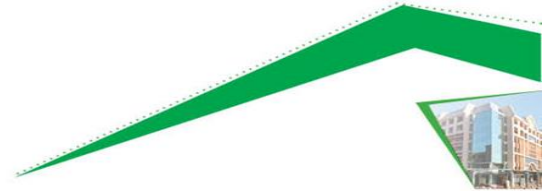


Figure 2: Grey Hospital SDP (Site Development Plan).

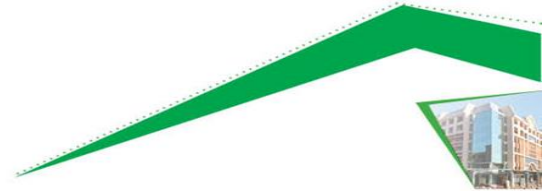


## PART C5 – ANNEXURES



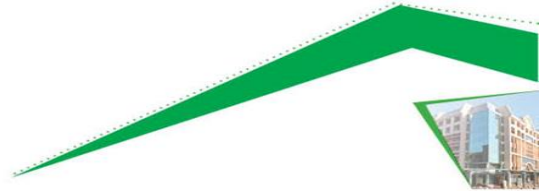
# ANNEXURE 1

## HEALTH AND SAFETY SPECIFICATION



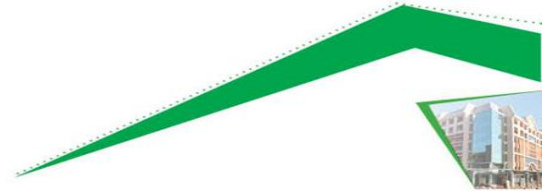
## ANNEXURE 2

# BASELINE RISK ASSESSMENT



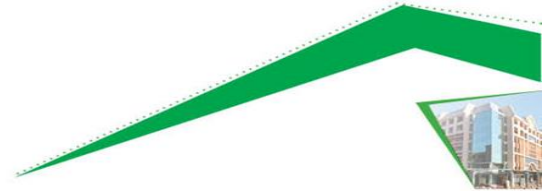
## ANNEXURE 3

# BILLS OF QUANTITIES



# ANNEXURE 4

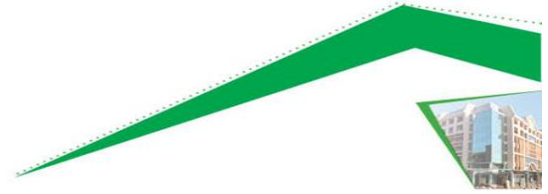
## DRAWINGS



### PART 3- LIST OF DRAWINGS/ANNEXURES

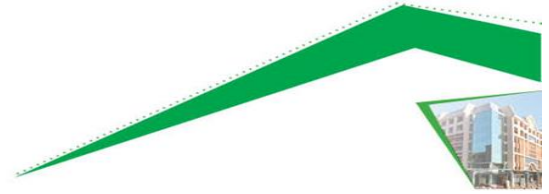
Where drawings/annexures are issued, document compilers must insert the following paragraph and list the applicable drawings/annexures below.  
The following drawings/annexures shall be issued during the bid period to form part of the bid documentation.  
Where applicable, drawings/annexures could be re-issues to the Contractor at commencement of the construction phase.

Drawing No:	Annexure Name	Size	Revision	Date
	<b>SITE DEVELOPMENT PLANS</b>			
GH-001	Enabling Works Site Plan	A1	Rev1	18/05/2026
	<b>FLOOR PLANS</b>			
M01-001	Decanting - Building Plan	A1	Rev1	18/05/2026
M01-002	Decanting - Floor Plan	A1	Rev1	18/05/2026
M01-100	Basement + Lower Ground Floor	A1	Rev1	18/05/2026
M01-200	Upper Ground Floor	A1	Rev1	18/05/2026
M01-300	First Floor	A1	Rev1	18/05/2026
M01-400	Second Floor	A1	Rev1	18/05/2026
M01-500	Third Floor	A1	Rev1	18/05/2026
M01-600	Fourth Floor	A1	Rev1	18/05/2026
M01-700	Fifth Floor	A1	Rev1	18/05/2026
M01-800	Six Floor	A1	Rev1	18/05/2026
M01-900	Roof Top - Water Tank	A1	Rev1	18/05/2026
	<b>ROOF PLAN &amp; REPAIR WORKS</b>			
M01-1200	Roof Plan	A1	Rev1	18/05/2026
	<b>SECTIONS &amp; ELEVATIONS</b>			
M01-1100	Demolition Plans (All Affected Floors)	A1	Rev1	18/05/2026
M02-100	Main Building - Sections	A1	Rev1	18/05/2026
M03-100	Main Building - Elevations	A1	Rev1	18/05/2026
M03-200	External Façade Plans - Cladding	A1	Rev1	18/05/2026



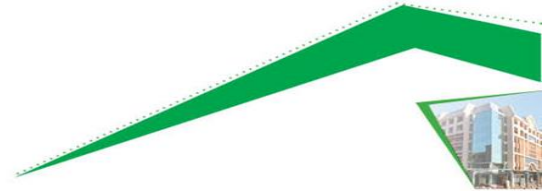
## ANNEXURE 5

# ELECTRICAL SPECIFICATION



## ANNEXURE 6

# MECHANICAL SPECIFICATION



## ANNEXURE 7

### PHASING OF SCOPE OF WORKS