

TENDER

Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract

BID NO: SCMU3-23/24-0434-HO

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 29 September 2023

TIME: 11:00 am

Deliver to:

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

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

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THE TENDER

PART T1

TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Health invites contractors with a CIDB Grading of **CIDB 4GB** or higher in the following Class of works (**CIDB 4GB or higher**) to tender for the “**Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract**” for an **(8) Eight-month** contract. The contract will be based on the JBCC Edition 6.2 of 2018 and **The Eastern Cape Department of Health** will enter a contract with the successful tenderer.

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

There will be a compulsory briefing meeting on **20 September 2023 @ 11h00, at 579 Auriel Street, Cookhouse, 5820, Eastern Cape Province**. Prospective bidders to meet at the at the main visitors parking area inside the Clinic Site, **11h00**.

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

The closing time for receipt of tenders by **The Eastern Cape Department of Health** is 11:00am on **29 September 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**TENDER: Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract BID NO: SCMU3-23/24-0434-HO**” must be deposited in the bid/tender box of:

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

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

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

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

B. BID EVALUATION:

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

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

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

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

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

C. BID SPECIFICATIONS, CONDITIONS AND RULES

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

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

Tender validity period is **90 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked: **“Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract”** must be deposited in the tender / bid box:

EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE,

situated at the following address:

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

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

Ms. T Notshe via email: scmdemand@echealth.gov.za

PART T1.2: TENDER DATA

T1.2 Tender Data

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

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

4.1	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: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB CIDB 4GB or Higher class of construction work; and Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; in GB class of works. - the lead partner has a contractor grading designation in the CIDB 4GB or higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB 4GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement. 5. Combined BBBEE Certificate in the case of Joint Venture.
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018. The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.

4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. 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 N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
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: EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, situated at the following address: GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 (OPPOSITE ENGINE GARAGE), BHISHO. Tender / Bid identification details: BHONGWENI CLINIC PHASE 1 – RENOVATIONS & EXTENSIONS: COMPLETION CONTRACT Closing time and date: As per Tender advertisement
4.13.5	The tenderer is required to submit with his tender the following compulsory certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number. 3) COIDA Letter of Good standing from the Department of Labour
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 90 days. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional

	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	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cldb Inform Practice Note #30. 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: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) 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 Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00 am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

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

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

5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. A letter of Good standing from the Labour Department is a compulsory mandatory requirement. k) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. l) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. m) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.

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

	In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> 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 <u>proof of such authorization</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <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>
6	Information and data to be completed in all respects 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.
7	Canvassing and obtaining of additional information by tenderers 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.
8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - - a member of:- - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces; - a member of the board of directors of any municipal entity; - an official of any Department or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); - a member of the accounting authority of any national or provincial public entity; or - an employee of Parliament or a provincial legislature. 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.
9	Awards to close family members of persons in the service of the state 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 - - the name of that person; - the capacity in which that person is in the service of the state; and - the amount of the award. 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.
10	Respond to requests from the tenderer

	The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.
11	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
12	Scoring quality / functionality: Not applicable to this tender
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in on the Tender Notice Board of the SCM Department and if applicable, on the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the SCM Department and thereafter the Adjudication route.
15	The department, when it takes action against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART T2
RETURNABLE DOCUMENTS

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid/quotation evaluation purposes.

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

2 Other documents required for bid/quotation evaluation purposes.

- Nil

3 Returnable Schedules that will be incorporated into the contract

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

PART A

SBD 1

INVITATION TO BID

CSD registered service providers (CIDB Grading of CIDB 4GB Contractor or higher) are hereby invited to bid for the services required by the Eastern Cape Department of Health					
BID NUMBER:	SCMU3-23/24-0434-HO	CLOSING DATE:	29 September 2023	CLOSING TIME:	11:00
DESCRIPTION:	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, situated at the following address: GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 (OPPOSITE ENGINE GARAGES), BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. T Notshe	CONTACT PERSON	Ms. T Notshe		
TELEPHONE NUMBER	040 608 9501	TELEPHONE NUMBER	040 608 9501		
E-MAIL ADDRESS	thabisa.notshe@echealth.co.za	E-MAIL ADDRESS	thabisa.notshe@echealth.co.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
An SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 IS TO BE SUBMITTED TO CLAIM DEPARTMENTAL SPECIFIC GOAL POINTS a) Service providers must submit proof of its Specific Goals points claimed / status of contributor. b) The Specific Goals supporting documents required to verify claimed points are in line with the specified requirements include: - Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no. - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no. - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no. - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof. - Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status. - Locality Ownership: Proof of business address (municipal account or valid lease agreement) - Updated CSD report					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 SUBMISSION OF A COIDA LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR IS MANDATORY
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.8 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
3. SPECIAL CONDITIONS OF BID
3.1 The Eastern Cape Department of Health shall do an In-LoCo inspection of the Bidders premises, to verify the following details: i. The existence of the business ENTERPRISE as declared on the SBD1 form. ii. The existence of the resources as declared on the SBD1 forms, Pricing Schedules and relevant mandatory returnable schedules. 3.2 In the event where the In-LoCo Inspections find inconsistencies and or misrepresentation in terms of what has been declared on the SBD1 forms, Pricing Schedules and relevant mandatory information, the Bidder will be notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify such. 3.3 The Bidder who complies with the In-LoCo Inspection evaluation criteria, may then be considered to proceed to the Evaluation Stage 2. 3.4. In the event where the Bidder has failed to rectify the inconsistencies and or misrepresentations within the 7 (seven) day period, the Health Department shall consider the Bidder who scored the 2nd highest points to be inspected, and if compliant, recommended to proceed to the Evaluation Stage 2.

SIGNATURE OF BIDDER:

DATE:

.....

.....

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

Compulsory Enterprise Questionnaire

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

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

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

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

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

Signed

Date

Name

Position

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

RECORD OF ADDENDA TO BID DOCUMENTS

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract		
SCMU NUMBER	SCMU3-23/24-0434-HO		
I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
SCMU NUMBER	SCMU3-23/24-0434-HO

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

RESOLUTION FOR SIGNATORY

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
SCMU NUMBER	SCMU3-23/24-0434-HO

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract	
SCMU NUMBER	SCMU3-23/24-0434-HO	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

SCHEDULE OF PROPOSED SUBCONTRACTORS

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
SCMU NUMBER	SCMU3-23/24-0434-HO
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. This should also be declared on SBD 6.1 form. 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. We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).	

No.	Name and address of proposed Subcontractor	Sub-Contractor CIDB Grading	Sub-Contractor CIDB No.	Nature, extent of work, completed, Year Value of sub-contract	Contact details: Name of person and phone No.
1					
2					
3					

4					
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

SBD 6.1

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

BID DESCRIPTION	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
SCMU NUMBER	SCMU3-23/24-0434-HO

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the 80/20 or 91/10 preference point system.

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the

tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

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

(ATTACH HERE)

VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)

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

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

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

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

(ATTACH HERE)

POPIA

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

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

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

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

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

AGREEMENT

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

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

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative

THE CONTRACT

PART C1
AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid Description	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
SCMU number	SCMU3-23/24-0434-HO

OFFER

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

CIDB Grading of CIDB 4GB Contractor or higher for the “Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract.”

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

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

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

.....
.....

.....Rand (in words);

R(in figures) (or
other suitable wording)

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

Signature

.....

Name

.....

Capacity

.....

for the tenderer

.....

(Name and address of organization)

Name and signature

of witness Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

.....
Name Dr. R. Wagner

Capacity:

Head of the Eastern Cape Department of Health

for the Employer

**Eastern Cape Department of Health
Dukumbana Building, Independence Avenue
BHISHO**

(Name and address of organization)

Name and signature

of witness Date

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation,

clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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

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

PART C1.2: CONTRACT DATA

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

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
Reference number	SCMU3-23/24-0434-HO
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Bhongweni Location
Site address	Refer to document C4 – Site Information
Local authority	Cookhouse, Blue Crane Route Local Municipality, Eastern Cape, South Africa

A3.0 Employer [1.1]

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

Physical address	EASTERN CAPE DEPARTMENT OF HEALTH: SUPPLY CHAIN MANAGEMENT OFFICE, GLOBAL LIFE CENTRE, SCM UNIT, C/O PHALO AVENUE AND R63 BHISHO.
------------------	--

A4.0 Principal Agent [1.1]

Name	MDA Architects		
Legal entity of above	MDA Architects		
Practice number			
Country	South Africa		
Postal address	18 Park Ln, Central, Gqeberha, 6001		
Physical address	18 Park Ln, Central, Gqeberha, 6001		

A5.0 Agent [1.1]

Discipline	Architect		
Name	MDA Architects		
Legal entity of above	MDA Architects		
Practice number			
Country	South Africa		
Postal address	18 Park Ln, Central, Gqeberha, 6001		
Physical address	18 Park Ln, Central, Gqeberha, 6001		

A6.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	BHC Built Environment Professionals		
Legal entity of above	BHC Built Environment Professionals		
Practice number			

Country	South Africa		
Postal address	2 Salisbury Road, Millpark, Gqeberha, 6001		
Physical address	2 Salisbury Road, Millpark, Gqeberha, 6001		

A7.0 Agent [1.1]

Discipline	Civil Engineer		
Name	Lukhozi Consulting Engineers		
Legal entity of above	Lukhozi Consulting Engineers		
Practice number			
Country	South Africa		
Postal address	36 Pickering Street, Newton Park, Gqeberha, 6045		
Physical address	36 Pickering Street, Newton Park, Gqeberha, 6045		

A8.0 Agent [1.1]

Discipline	Structural Engineer		
Name	Lukhozi Consulting Engineers		
Legal entity of above	Lukhozi Consulting Engineers		
Practice number			
Country	South Africa		
Postal address	36 Pickering Street, Newton Park, Gqeberha, 6045		
Physical address	36 Pickering Street, Newton Park, Gqeberha, 6045		

A9.0 Agent [1.1]

Discipline	Electrical Engineer		
Name	RNA Consulting Engineers		
Legal entity of above	RNA Consulting Engineers		
Practice number			
Country	South Africa		
Postal address	87 Heugh Road, Walmer, Gqeberha		
Physical address	87 Heugh Road, Walmer, Gqeberha		

A10.0 Agent [1.1]

Discipline	Mechanical Engineer			
Name	Lukhozi Consulting Engineers			
Legal entity of above	Lukhozi Consulting Engineers			
Practice number				
Country	South Africa			
Postal address	36 Pickering Street, Newton Park, Gqeberha, 6045			
Physical address	36 Pickering Street, Newton Park, Gqeberha, 6045			

A11.0 Agent [1.1]

Discipline	Occupational Health and Safety Agent		
Name	L Mzamo and Associates		
Legal entity of above	L Mzamo and Associates		
Practice number			
Country	South Africa		
Postal address	3rd Floor Regus House Fairview Office Park Ring Road Greenacres, Gqeberha, 6001		
Physical address	3rd Floor Regus House Fairview Office Park Ring Road Greenacres, Gqeberha, 6001		

A12.0 Agent [1.1]

Discipline	Social Facilitator		
Name	Mfundo Maweni		
Legal entity of above	Mfundo Maweni	Contact person	Mfundo Maweni
Practice number		Telephone number	072 256 8902
		Mobile number	072 256 8902
Country	South Africa	E-mail	mfundomaweni@gmail.com
Postal address			Postal Code
Physical address	N/A		Postal Code

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

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

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

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

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

Contract drawings – description	Number	Revision	Date
SITE & PHASING PLAN	MDA290A-200		
FLOOR PLAN	MDA290A-201		
SECTIONS	MDA290A-202		
ELEVATIONS	MDA290A-203		
VINYL LAYOUT	MDA290A-204		
PHASING DIAGRAM	MDA290A-204		

Contract drawings – description	Number	Revision	Date
PAINT LAYOUT	MDA290A-206		
SIGNAGE LAYOUT	MDA290A-207		
SIGNAGE DETAILS	MDA290A-208		
DETAILS 01	MDA290A-300		
DETAILS 02	MDA290A-301		
PROJECT SIGN BOARD	MDA290A-302		
GATE AND FENCE DETAIL	MDA290A-303		
VALVE CHAMBER	NTS		
PLAY AREA	SECTION DD		
GENERAL LAYOUT	1574-80-GEN-001		
ENGINEERING SURVEY LAYOUT PLAN	1574-80-GEN-002		
DEMOLITION LAYOUT PLAN	1574-80-GEN-003		
PROPOSED PARKING ETC	1574-80-RDS-010		
SETTING OUT INFORMATION	1574-80-RDS-011		
PARKING AREA DETAIL	1574-80-RDS-012		
PROPOSED SEWER LAYOUT	1574-80-SEW-020		
LONGITUDINAL SECTION	1574-80-SEW-020		

Contract drawings – description	Number	Revision	Date
TYPICAL SEWER DETAILS	1574-80-SEW-022		
GROUND FLOOR LAYOUT – FIRE PLAN	1574-80-FP-01		
GROUND FLOOR LAYOUT DOMESTIC & FIRE	1574-80-HCW-01		
GROUND FLOOR AIRCON & VENTILATION	1574-80-HVAC-01		
LIGHTING & POWER LAYOUT	PE1710-T-E-10		
SITE PLAN CABLE LAYOUT	PE1710-T-E-10		

B 5.0 Employer's Agents [6.0]

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

B 6.0 Insurances [10.0]

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

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (Contract sum or amount)		To the minimum value of the contract sum + 20%	With a deductible not exceeding 5% of each and every claim
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A

or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 20%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R20 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOHs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, fans and walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. The following specific fencing is required. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities The contractor shall keep the site, structures, etc. well-watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	06h30 to 16h00 Weekdays only		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	Yes

If yes, description	Water, Electricity, Gas – Trees and Vegetation		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

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

Extent of work [12.1.11]	
--------------------------	--

B 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	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)
		10 Working days	8 Calendar months (Shutdown period excluded)	4.00c/R100 of Contract amount

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

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

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

Criteria to achieve practical completion not covered in the definition of practical completion
Facilities to be fit for purposes as agreed upon and signed off by the design team in writing

B 13.0 Defects liability period [21.0]

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

B 14.0 Payments [25.0]

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

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body *If No, then dispute will be referred to litigation	Association of Arbitrators SA	
Applicable rules for arbitration [30.7.5]	2021	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will be occupied	
Services - known - specific requirements [B4.6]		Yes, isolate and make safe	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		Cellphone, landline and Email	
Protection of the works - specific requirements [B11.1]		Yes, all Clinic Equipment	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		All services / Emergency clinic facilities	
Disturbance - specific requirements [B11.5]		Minimum to none – Clinic operates 24/7	
Environmental disturbance - specific requirements [B11.6]		Minimum to none – No health impact posed to staff and patients etc	

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

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

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

DEFAULT INTEREST: No Clause

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

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

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

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

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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

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

5.0 Documents

Replace Clause 5.4 with the following:

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

Replace Clause 5.5 with the following:

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

6.0 Employer's Agents

Replace Clause 6.5 with the following:

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

Add the following as 6.7:

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

8.0 Works Risk

Replace Clause 8.4 with the following:

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

9.0 Indemnities

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

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

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

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

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

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

11.3 No Clause

11.4 No Clause

11.5 No Clause

11.6 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause
11.9 No Clause
11.10 No Clause

12.0 Obligations of the Parties

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

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

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

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

Replace Clause 12.2.5 with the following:

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

Replace Clause 12.2.13 with the following:

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

Add the following as Clause 12.2.22:

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

Add the following as Clause 12.2.23:

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

19.0 Practical Completion

Replace Clause 19.5 with the following:

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

21.0 Defects Liability Period and Final Completion

Clause 21.0

Replace Clause 21.1 with the following:

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

Replace Clause 21.6 with the following:

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

And/or

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

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

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

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

Add the following as Clause 21.14:

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

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:

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

Replace Clause 24.2 with the following:

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

Replace Clause 24.2.1 with the following:

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

25.0 Payment

Replace Clause 25.2 with the following:

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

Add the following to Clause 25.3:

25.3.12 Tax Invoice

25.5 No Clause

Replace Clause 25.6 with the following:

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

25.7.5 No clause.

Replace Clause 25.10 with the following:

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

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

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

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

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

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

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

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

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

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

27.0 Recovery of Expense and/or Loss

Clause 27.0

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

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

27.1.5 No Clause

Replace Clause 27.5 with the following:

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

29.0 Termination

Clause 29.0

Add the following as Clause 29.1.4:

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

Add the following as Clause 29.1.5:

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

Add the following as Clause 29.1.6:

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

Replace Clause 29.7 with the following:

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

Replace Clause 29.9 with the following:

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

The payment reduction until the final payment is made;

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

30.0 Dispute Resolution

Replace Clause 30.2 with the following:

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

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

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

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

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

Replace Clause 30.8.3 with the following:

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

Replace Clause 30.9 with the following:

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

30.10 No Clause

30.12 No Clause

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

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

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

Year 1 contractor's annual holiday period	start date	15/12/23	end date	3/01/24
Year 2 contractor's annual holiday period	start date	N/A	end date	N/A
Year 3 contractor's annual holiday period	start date	N/A	end date	N/A

C 3.0 Payment of preliminaries [25.0]

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

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

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

Provision of particulars

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

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

Adjustment Methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

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

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

 (address) (the Adjudicator).

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

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

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

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence
 of

Witness
 Name: _____
 Address: _____

Witness:
 Name _____
 Address: _____

Witness:
 Name: _____
 Address: _____

Date: _____ Date: _____ Date: _____

Contract Data

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

* Delete as necessary

PART C2 PRICING DATA

PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

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

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

PART C2.2 – BILLS OF QUANTITIES

Item No	Quantity	Rate	Amount R
<u>SECTION NO. 1</u>			
<u>BILL NO. 1</u>			
<u>PREAMBLES</u>			
For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles			
<u>NOTE : Compulsory subcontracting is applicable to this contract. The Contractor must therefore as a material term of contract enter into subcontract agreements with SMME contractors who are listed in a list made available by the Department of Health at tender and or as instructed by the Project Social Facilitator and Principal Agent in writing. The Contractor is obliged as an additional term of contract to issue the Department of Health with copies of such contracts with and including monthly proof of payment to the SMME contractors. 30 PERCENT OF THE VALUE OF THE CONTRACT EXCLUDING VAT AND Contingency ALLOWANCES MUST BE ALLOCATED TO SMME's. Further, Contractor permits the Department of Health to conduct impromptu audits of the site or the contractors financial statements and records to confirm compliance with this requirement. Failure to comply which inter alia includes fronting or window dressing will result in the Department of Health taking legal action against the contractors and or lawfully and legally withholding interim payment certificates and or payment. By submitting a bid, the tenderer accepts these conditions without qualification</u>			
<u>NOTE: All site specific health and safety allowances as per the Health and Safety Agents health and safety specification shall be presented as a lump sum herein</u>			
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NOTE: The Contractor shall rent prefab facilities for the duration of the contract as described in the bills of quantities. After achieving Practical Completion the Contractor shall decommission and transfer the prefab facilities as measured herein to a new site as instructed by the Principal Agent

PRELIMINARIES

The JBCC® Principal Building Agreement, Edition 6.2 - May 2018 are deemed to be incorporated herein.

The tenderer is deemed to refer to the above mentioned documents for the full intent and meaning of each clause. These clauses are referred to by heading and clause number only, for which such allowance must be made as may be considered necessary.

Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply are given under each relevant clause heading.

Where any item is not relevant to this specific contract such item is marked N/A (signifying "Not Applicable").

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value, and "T" denotes an amount proportionate to time.

SECTION A: PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)

F:..... V:.....

T:.....

Item

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Objective (A2)

2 Offer, acceptance and performance obligations (clause 2)

F:..... V:.....

T:.....

Item

Preparation (A3-A14)

Without limiting the generality of the provisions of clause 7.0 of the agreement, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the employer shall prepare a documented health specification for the works (refer to clients General Health and Safety Undertaking and Rules annexed hereto) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during execution of the works. The contractor shall price opposite this item for compliance with the act and regulations and the provisions of the aforementioned health and safety specification, as well as any specific provisions applicable to this project to be issued by the principal agent, provided such specifications are reasonable in terms of the act and regulations.

The contractor shall appoint in writing a capable, responsible full-time employee who will ensure that activities and operations pertaining to this contract, are undertaken in a reasonable fashion which is commensurate with the prescriptions of all relevant legislation, as contemplated in Section 16 (2) of the Occupational Health and Safety Act.

The Contractor shall provide proof of registration with Workman's Compensation Commissioner in terms of the Workman's Compensation Act.

The Contractor shall provide proof of registration with the Department of Labour and that all fees in terms of Compensation for Occupational Injuries and Diseases are fully paid up.

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Renovations & Extensions: Completion Contract**

3	Documents (clause 3) F:..... V:..... T:.....	Item		
4	Design responsibility (clause 4) F:..... V:..... T:.....	Item		
5	Employer's agents (clause 5) F:..... V:..... T:.....	Item		
6	Contractor's site representative (clause 6) F:..... V:..... T:.....	Item		
7	Compliance with laws and regulations (clause 7) F:..... V:..... T:.....	Item		
8	Works risk (clause 8) F:..... V:..... T:.....	Item		
9	Indemnities (clause 9) F:..... V:..... T:.....	Item		
10	Works insurance (clause 10) Refer to 42.3.1 for details of insurance. F:..... V:..... T:.....	Item		
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11	Liability insurances (clause 11) Refer to 42.3.3 and 42.3.4 for details of insurance. F:..... V:..... T:.....	Item		
12	Effecting insurances (clause 12) Refer to 42.3.3 and 42.3.4 for details of insurance. F:..... V:..... T:.....	Item		
13	Assignment (clause 13) F:..... V:..... T:.....	Item		
14	Security (clause 14)Refer to 42.5.7 for details of security.F:..... V:..... T:.....	Item		
<u>Execution (A15-A23)</u>				
The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc., exist in order that the necessary arrangements may be made for the rectification of any such encroachments.				
15	Preparation for and execution of the works (clause 15) F:..... V:..... T:.....	Item		
16	Site and access (clause 16) F:..... V:..... T:.....	Item		
17	Contract instructions (clause 17) F:..... V:..... T:.....	Item		
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**Bhongweni Clinic Phase 1
Renovations & Extensions: Completion Contract**

18	Setting out of the works (clause 18) F:..... V:..... T:.....	Item		
19	Temporary works and plant (clause 19) F:..... V:..... T:.....	Item		
20	Nominated subcontractors (clause 20) F:..... V:..... T:.....	Item		
21	Selected subcontractors (clause 21) F:..... V:..... T:.....	Item		
22	Employer's direct contractors (clause 22) F:..... V:..... T:.....	Item		
23	Contractor's domestic subcontractors (clause 23) F:..... V:..... T:.....	Item		
<u>Completion (A24-A30)</u>				
24	Practical completion (clause 24) F:..... V:..... T:.....	Item		
25	Works completion (clause 25) F:..... V:..... T:.....	Item		
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26	Final completion (clause 26) F:..... V:..... T:.....	Item		
27	Latent defects liability period (clause 27) F:..... V:..... T:.....	Item		
28	Sectional completion (clause 28) F:..... V:..... T:.....	Item		
29	Revision of date for practical completion (clause 29) F:..... V:..... T:.....	Item		
30	Penalty for late or noncompletion (clause 30) F:..... V:..... T:.....	Item		
<u>Payment (A31 - A35)</u>				
31	Interim payment to the contractor (clause 31)Refer to 42.5.3 for details of payment.F:..... V:..... T:.....	Item		
32	Adjustment to the contract value (clause 32)Refer to 42.5.4 and 42.5.5 for details of preliminaries adjustment.F:..... V:..... T:..... Notwithstanding the provisions of clause 31.5.3 or any other clause all fluctuations in costs shall be for the account of the contractor. See also clause 42.4.6.	Item		
33	Recovery of expense and loss (clause 33) F:..... V:..... T:.....	Item		
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34	Final account and final payment (clause 34) F:..... V:..... T:.....	Item		
35	Payment to other parties (clause 35) F:..... V:..... T:.....	Item		
<u>Termination (A36-A39)</u>				
36	Termination by employer - Contractor's default (clause 36) F:..... V:..... T:.....	Item		
37	Termination by employer - Loss and damage (clause 37) F:..... V:..... T:.....	Item		
38	Termination by contractor - Employer's default (clause 38) F:..... V:..... T:.....	Item		
39	Termination - Cessation of the works (clause 39) F:..... V:..... T:.....	Item		
<u>Dispute (A40)</u>				
40	Settlement of disputes (clause 40) F:..... V:..... T:.....	Item		
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41	<u>State provisions</u> State substitutions (clause 41) F:..... V:..... T:..... <u>Contract variables (A42)</u> <u>The schedule: Pre-tender information (clause 42)</u> Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. <u>42.1 CONTRACTING AND OTHER PARTIES</u> 42.1.1 Employer: Postal Address: Telephone: Facsimile: Domicilium: E-mail 42.1.2 Principal Agent: Postal address: Telephone Facsimile E-mail 42.1.3 Agents service: Agent (1) Postal address: Telephone Facsimile E-mail Carried to Abstract PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General	N/A		

42.1.4 Agents service: Quantity Surveyor

Agent (2)

Postal address:

Telephone

Facsimile

E-mail

42.1.5 Agents service:

Agent (3)

Postal address:

Telephone:

Facsimile:

E-mail:

42.1.6 Agents service:

Agent (4)

Postal address:

Telephone:

Facsimile:

E-mail:

42.2 CONTRACT DETAILS

42.2.1 Works Description:

42.2.2 Site Description:

42.2.3 Work for installation by others:

42.2.4 Government Contract:

42.2.5 Possession of the site is to be given on:

To be in terms of clause 15.2.1 and to be agreed on signing of the Contract.

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42.2.6	Period for the commencement of the works after the contractor takes possession of the site: Working days: Five (5) days				
42.2.7	Completion in sections: Completion in sections is required.				
42.2.8	For the works as a whole: The date for practical completion is to be in terms of clause 24.3.1 and to be taken 6 months (excluding builders shutdown) after site handover and the penalty per calender day is to be in terms of clause 30.1.3.				
42.2.9.	The law applicable to this agreement: South African				
42.2.10	Allow the sum of R 20 000 for the payment of Two (2) Community (Ward) representatives etc	Sum	1	R 20 000	00
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42.3 INSURANCES

Refer 42.3.1

(10.1; 10.2; 12.1)

The Contract works insurance shall be effected by the employer for the sum of R **contract sum** inclusive of VAT.

Refer 42.3.2

(10.1; 10.2; 12.1)

Supplementary insurance required (No)

Refer 42.3.3

(11.1; 12.1)

The Public Liability insurance is to be effected by the employer for the sum of R 5 000,000.00 (Five Million Rand) (Public insurance is covered under and forms part of the Contract works insurance policy)

Refer 42.3.4

(11.2; 12.1)

The Support insurance is to be effected by the employer for the sum of R 5 000,000.00 (Five Million Rand)

42.4 DOCUMENTS

42.4.1 Waivers of contractor's lien is required: Yes

42.4.2 Construction document copies to be supplied to the contractor free of charge: No. 3

42.4.3 State other system if document is not drawn up in accordance with the Standard System of Measuring Building Work: Standard System Sixth (Revised) Edition Dated 1999.

42.4.4 On acceptance of the tender the priced document is to be submitted within **14 working days**.

42.4.5 JBCC Engineering General Conditions are to be included in the documents: (No)

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42.4.6 The contract value is to be adjusted using CPAP indices: No

Where CPAP is to be used the base month is:
N/A

42.4.7 Details of changes made to the provision of JBCC standard documentation: Refer 42.5.7.
Security to be provided by contractor. The contractor shall submit, together with his tender submission, proof (to the satisfaction of the employer) that he is able to provide the selected security in terms of 14.0. such proof must be in the form of a written statement from a registered financial institution.

The schedule: Post-tender information (clause 42)

Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.

42.5 CONTRACT DETAILS

42.5.3 Issue of payment certificate:

Latest day of the month for the issue of an interim payment certificate: 25th day of the month.

42.5.4 Payment of preliminaries

Alternative selected by Contractor: (A or B)

42.5.5 Adjustment of preliminaries

Alternative selected by Contractor: (A or B)

42.5.6 Payment guarantee

The payment guarantee effected by the employer for the sum according to JBCC Payment Guarantee form and as stated in the schedule.

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42.5.7 Security

The security to be provided by contractor are to be one of the following:

- (1) Variable construction guarantee
- (2) Fixed construction guarantee
- (3) Cash deposit of 10% of the contract sum

42.5.8 The annual building holiday period after the commencement of the construction period:

To be in terms of clause 29.7.2

42.6 DOCUMENTS

Refer clause 42.6.1 - other documents (1.1)

Health and Safety Specification

Please note that a Health and Safety Specification for Construction work is included with this Document as well as a agreement form and both documents must be signed as part of the contract.

Returnable Schedules

Please note that a Returnable Schedule is included with this Document and must be returned with the tender as part of the contract.

HIV - Aids Specification

Please note that a HIV - Aids Specification is included with this Document and forms part of the contract.

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42.7 DISPUTE RESOLUTION

42.7 Dispute resolution

The default dispute resolution process is adjudication

Where adjudication is not to apply, arbitration or mediation will be applied for dispute resolution.

be Name of arbitrator / mediator or adjudicator to
the nominated by the President for the time being of
Institute of South African Architects.

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SECTION B: PRELIMINARIES

Definition and interpretation (B1)

42 Definition and interpretation (B1.1 - B1.6.5)

F:..... V:.....

T:.....

Item

Documents (B2)

43 Checking of documents (B2.1)

F:..... V:.....

T:.....

These bills of quantities contain pages and annexures as indexed on the flyleaf

The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

Item

44 Provisional bills of quantities (B2.2)

F:..... V:.....

T:.....

Item

45 Availability of construction documentation (B2.3)

F:..... V:.....

T:.....

Item

46 Interests of agents (B2.4)

F:..... V:.....

T:.....

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47	Priced documents (B2.5) F:..... V:..... T:.....	Item		
48	Tender submission (B2.6) Notwithstanding anything contained in this clause tenders shall be valid for a period of 90 days from the closing date of tenders. F:..... V:..... T:..... <u>The site (B3)</u>	Item		
49	Defined works area (B3.1) The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over of the site F:..... V:..... T:.....	Item		
50	Geotechnical investigation (B3.2) F:..... V:..... T:.....	N/A		
51	Inspection of the site (B3.3) F:..... V:..... T:..... No claims for extras arising from the contractor having failed to comply with this clause will be entertained	Item		
52	Existing premises occupied (B3.4) F:..... V:..... T:.....	Item		
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53	Previous work - dimensional accuracy (B3.5) F:..... V:..... T:.....	Item		
54	Previous work - defects (B3.6) F:..... V:..... T:.....	Item		
55	Services - known (B3.7) F:..... V:..... T:.....	Item		
56	Services - unknown (B3.8)F:..... V:..... T:.....	Item		
57	Protection of trees (B3.9) F:..... V:..... T:.....	Item		
58	Articles of value (B3.10) F:..... V:..... T:.....	Item		
59	Inspection of adjoining properties etc (B3.11) F:..... V:..... T:.....	Item		
	<u>Management of contract (B4)</u>			
60	Management of the works (B4.1) F:..... V:..... T:.....	Item		
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61	Programmine for the works (B4.2) F:..... V:..... T:.....	Item		
62	Progress meetings (B4.3) F:..... V:..... T:.....	Item		
63	Technical meetings (B4.4) F:..... V:..... T:.....	Item		
64	Labour and plant records (B4.5) F:..... V:..... T:.....	Item		
	<u>Samples and shop drawings (B5)</u>			
65	Samples of materials (B5.1) F:..... V:..... T:.....	Item		
66	Workmanship samples (B5.2) F:..... V:..... T:.....	Item		
67	Shop drawings (B5.3) F:..... V:..... T:.....	Item		
68	Compliance with manufacturer's instructions (B5.4) F:..... V:..... T:.....	Item		
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	<u>Temporary works and plant (B6)</u>			
69	Deposits and fees (B6.1) F:..... V:..... T:.....	Item		
70	Enclosure of the works (B6.2) F:..... V:..... T:.....	Item		
71	Advertising (B6.3) F:..... V:..... T:.....	Item		
72	Plant, equipment, sheds and offices (B6.4) F:..... V:..... T:.....	Item		
73	Main notice board (B6.5) F:..... V:..... T:.....	Item		
74	Subcontractors notice board (B6.6) F:..... V:..... T:.....	N/A		
	<u>Temporary services (B7)</u>			
75	Location (B7.1) F:..... V:..... T:.....	Item		
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[illegible]

83	Commissioning - Fuel, water and electricity (B9.3) F:..... V:..... T:..... <u>Financial aspects (B10)</u> Statutory taxes, duties and levies (B10.1) F:..... V:..... T:..... Provision are made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)	Item		
84	Payment of preliminaries (B10.2) F:..... V:..... T:.....	Item		
85	Adjustment of preliminaries (B10.3) F:..... V:..... T:.....	Item		
86	Payment certificate cash flow (B10.4) F:..... V:..... T:.....	Item		
87	Contractor information supply (B10.5) F:..... V:..... T:..... <u>General (B11)</u> Protection of works (B11.1) F:..... V:..... T:.....	Item		
			R	
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89	Protection/isolation of existing/sectionally occupied works (B11.2)				
	F:..... V:.....				
	T:.....	Item			
90	Security of the works (B11.3)				
	F:..... V:.....				
	T:.....	Item			
91	Notice before covering work (B11.4)				
	F:..... V:.....				
	T:.....	Item			
92	Disturbance (B11.5)				
	F:..... V:.....				
	T:.....	Item			
93	Enviromental disturbance (B11.6)				
	F:..... V:.....				
	T:.....	Item			
94	Works cleaning and clearing (B11.7)				
	F:..... V:.....				
	T:.....	Item			
95	Vermin (B11.8)				
	F:..... V:.....				
	T:.....	Item			
96	Overhand work (B11.9)				
	F:..... V:.....				
	T:.....	Item			
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97	Instruction manuals and guarantees (B11.10) F:..... V:..... T:.....	Item		
98	As built information (B11.11) F:..... V:..... T:.....	Item		
99	Tenant installations (B11.12) F:..... V:..... T:.....	Item		
<u>Schedule of variables (B12)</u> Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either no details or specific requirements are available or that the clause is not relevant to this specific contract 12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional: (Yes) 12.1.2 Availability of construction documentation (B2.3) Construction documentation is complete (No) 12.1.3 Interest of agents (B2.4)				
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12.1.4	Defined works area (B3.1)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Renovations & Extensions: Completion Contract

12.1.10 Protection of trees (B3.9) (Yes) None of the existing trees, palms, shrubs or plants are to be cut or removed prior arrangement with the Architect. Care is to be exercised in protecting trees, palms, shrubs and plants around the site from damage or destruction.			
12.1.11 Inspection of adjoining properties (B3.11) (Yes) No specific additional requirements are prescribed.			
12.1.12 Progress meetings (B4.3) It is imperative that the Contractor attend site meetings. Any abortive costs incurred by Consultants due to the Contractor not attending meetings, or appointments on site will be deducted from the Contractor's progress payments.			
12.1.13 Enclosure of the works (B6.2) (Yes) Hoarding is required - refer to architects plan			
12.1.14 Offices (B6.4.3) (Yes) Minimum noise levels are required. Offices will be in use at all times			
12.1.15 Main notice board (B6.5) (Yes) Standard notice board is to be provided.			
12.1.16 Subcontractors notice board (B6.6) (No)			
12.1.17 Water (B7.2) Alternative Selected: C			
12.1.18 Electricity (B7.3) Alternative selected: C			
12.1.19 Telecommunications (B7.4) Alternative selected: A			
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100	12.1.20 Ablution facilities (B7.5) Alternative selected: A 12.1.21 Protection of existing/sectionally occupied works (B11.2) (Yes) 12.1.22 Special attendance (B9.2) 12.1.23 Protection of the works (B11.1) (Yes) The contractor is required to protect the existing building where alterations/upgrading are being carried out against inclement weather. 12.1.24 Disturbance (B11.5) (Yes) The Contractor is to supply signage at all work areas and entrances appologising for any inconvenience, etc. 12.1.25 Enviromental disturbance (B11.6) (Yes) The contractor is responsible for the control of dust, rubble and excessive noise. 12.2.1 Payment of preliminaries (B10.2) Alternative selected: (A or B) 12.2.2 Adjustment of preliminaries (B10.3) Alternative selected: (A or B) 12.2.3 Additional agreed preliminaries items. <u>SECTION C: SPECIFIC PRELIMINARIES</u> Proprietary branded products The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative F:..... V:..... T:..... Carried to Abstract PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General	Item		R
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101	Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. F:..... V:..... T:.....	Item		
102	As Built Drawings The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records. F:..... V:..... T:.....	Item		
103	Site instructions Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor F:..... V:..... T:.....	Item		
104	Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day. F:..... V:..... T:.....	Item		
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105	Plant record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item		
106	Non Cession of Monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract F:..... V:..... T:.....	Item		
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107 Safety Regulations for Contractors

The Employer and the Contractor agree in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as "the Act"), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

(a) The Contractor undertakes that the appropriate officials and employees of the Contract will fully acquaint themselves with all relevant provisions of the Act and the regulations promulgated in terms of the Act;

(b) The Contractor undertakes that all relevant duties, obligations; and prohibitions imposed in terms of the Act and regulations will be fully complied with;

(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions of the Act and regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;

(d) The Contractor agrees that any duly authorized officials of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;

(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the act and regulations, pursuant to work performed in terms of this contract, and shall, on written terms, provide full details in writing of such investigation, complaint or criminal charge.

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	<u>SECTION NO. 2</u>			
	<u>PHASE ONE (1)</u>			
	<u>BILL NO. 1</u>			
	<u>PREAMBLES</u>			
	For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev Oct. 1993) as well as to the "Model Preambles for Trades" (1998) and Supplementary preambles below. Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done. The work is to be carried out in sections in accordance with the Architect's instructions in such a manner as to cause the minimum of nuisance and delay and the various sections are to be handed over for occupation as soon as they are completed and Tenderers must allow accordingly for this in their pricing. The Contractor will be held solely responsible for checking all floor levels and dimensions in the existing building in order that the new extensions may be correctly lined up. Should any discrepancies be found in the Architect's drawings he should be asked for a decision before continuing with the work. The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur.			
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Old materials described as "carefully take out, set aside for re-use and later refix in new position" are to be carefully removed, stored and protected from injury, made good as required and if broken or damaged through taking out, removing, storage, etc, are to be replaced by the Contractor at his own expense. Tenderers are advised to inspect these materials to ascertain their condition and allow accordingly for this in their pricing.

Old materials, which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.

Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.

All materials in this section are measured as new except where old material is specifically mentioned as being re-used.

Old materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, bracing, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.

Wherever old materials are used instead of the new materials measured, an adjustment will be made by the Quantity Surveyor in the final settlement of accounts by deducting the net cost of the new materials and crediting the Contractor with the amount, if any, allowed by him for the old materials.

When pricing, Tenderers are to allow as follows:

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Where door and window openings, etc, are specified to be filled in, or where jambs, cills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of Travertine facebricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.

Where lintols are specified as reinforced concrete the prices are to include for breaking out brickwork over for and inserting cement concrete (20MPa) lintol with 230mm bearing on each end and 254mm deep and reinforced with and including one 12mm diameter mild steel rod for each half brick thickness of wall and including formwork. The steel rods are to be hooked at ends and embedded 25mm up from bottom of lintols. Lintols exceeding 1370mm span to be similarly reinforced but with 20mm diameter mild steel rods.

Where lintols are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintol with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.

The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.

The term "make good" is to include all labour and material required to match existing work.

The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, etc.

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The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes. -----

The contractors unit rates must allow for disposal of disposal or carting away of material, fittings or fixtures so described to a prescribed dumping site as instructed by the Architect

Wire mesh were referenced shall be as follows:

Wire thickness = 3.0mm thick
Strand width = 4.5mm thick
Diamond size = 25mm x 50mm

SITE ESTABLISHMENT

1	Hoarding 2500mm high formed of timber boarding, blockboard sheeting or similar splinter free material painted one side with two coats PVA, including poles, bearers, bracing, etc. firmly secured, with and including taping hoardings all round to form a dust proof screen, all removed upon completion of sections of work and including making good floors and walls where applicable	m	50	
2	Extra on hoarding for single builders access door 1 m wide	No	2	
3	The contractor shall provide, maintain and remove a at achievement of final completion air conditioned office accommodation size 12 x 3m with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times for the Duration of the contract			SUM

TEMPORARY FABRICATED UNIT 01

Take Out / Hack Out and Remove

4	Existing damaged vinyl floors in patches and leave surface ready to receive new (new elsewhere measured)	m ²	12	
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5	Existing suspended curtain and curtain tracks size approximately 4 000mm x 2.1m high and leave ceiling ready to receive new (elsewhere measured)	No	1		
6	Internal plastered walls	m ²	18		
7	40mm standard prefabricated structure polyurethane panels and leave opening ready to receive new panels (Elsewhere measured)	m ²	11		
8	Timber door size 900 x 2100mm high and leave opening ready to receive new timber door (elsewhere)	No	1		
9	Nailed up pvc ceilings	m ²	12		
	<u>The Following in New Works</u>				
10	10mm thick self levelling screed to receive vinyl floors	m ²	12		
11	2mm heavy duty homogeneous non directional "Canvas PUR" 2000 wide vinyl floor sheeting with welded joints by specialist approved applicator. Sheeting must be rolled in both directions with an articulated 68kg three sectional roller immediately after being laid in the adhesive with welded joints in one colour	m ²	12		
12	Non-slip acrylic emulsion dressing as (SABS 1042) buffed after each coat on vinyl sheeting	m ²	12		
13	Hospi - track or other equally approved waterproof curtains and bed screen curtains with suspended track manufactured in polyester colour as per end user installed complete	No	1		
14	15mm thick plaster to walls	m ²	18		
15	Clean down to remove all loose paint,including sandblasting or wire brushing where necessary, wash with sugar soap, rinse, make good where necessary and fill cracks with Polyfilla and sand down, apply one coat Plaster Primer thinned 20% with mineral turpentine, two coats PVA, the final coat with fungicide additive on walls	m ²	36		
16	Ditto but to external walls	m ²	18		
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Bhongweni Clinic Phase 1
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17	44mm thick solid core door with horizontal grooved solid core interior size approximately 900 x 2100mm high complete with framed frames to doors formed out of 75 x 140mm rebated hardwood meranti formed out of 75 x 140mm rebated hardwood meranti , 100 x 75mm aluminium butt hinges with brass pin and nylon insert, Dorma TS 71 Size 3/4 Regular arm overhead door closer, Lockset comprising: Privacy sash mortice lock (3 x Lever lock) 1 x Set Solid Protea Privacy furniture	No	1		
18	40mm standard prefabricated structure polyurethane panels with and including all necessary accessories installed complete	m²	11		
19	6mm nailed up pvc ceilings	m²	12		
20	Allow for the inspection of all wiring by a registered electrician, make good all fittings, plug points, etc confirm compliance with SANS 10142-1: 2008 - 220 volts and issue Certificate of compliance			SUM	
21	Allow for the inspection of all plumbing and by a registered plumber, make good all sanitary fittings and issue certificate of compliance			SUM	
<u>TEMPORARY FABRICATED UNIT 02</u>					
<u>Take Out / Hack Out and Remove</u>					
22	Existing damaged vinyl floors in patches and leave surface ready to receive new (new elsewhere measured)	m²	12		
23	Existing suspended curtain and curtain tracks size approximately 4 000mm x 2.1m high and leave ceiling ready to receive new (elsewhere measured)	No	1		
24	Internal plastered walls	m²	18		
25	40mm standard prefabricated structure polyurethane panels and leave opening ready to receive new panels (Elsewhere measured)	m²	11		
26	Timber door size 900 x 2100mm high and leave opening ready to receive new timber door (elsewhere)	No	1		
27	Nailed up pvc ceilings	m²	12		
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Bhongweni Clinic Phase 1
Renovations & Extensions: Completion Contract

	<u>The Following in New Works</u>				
28	10mm thick self levelling screed to receive vinyl floors	m ²	12		
29	2mm heavy duty homogeneous non directional "Canvas PUR" 2000 wide vinyl floor sheeting with welded joints by specialist approved applicator. Sheeting must be rolled in both directions with an articulated 68kg three sectional roller immediately after being laid in the adhesive with welded joints in one colour	m ²	12		
30	Non-slip acrylic emulsion dressing as (SABS 1042) buffed after each coat on vinyl sheeting	m ²	12		
31	Hospi - track or other equally approved waterproof curtains and bed screen curtains with suspended track manufactured in polyester colour as per end user installed complete	No	1		
32	15mm thick plaster to walls	m ²	18		
33	Clean down to remove all loose paint,including sandblasting or wire brushing where necessary, wash with sugar soap, rinse, make good where necessary and fill cracks with Polyfilla and sand down, apply one coat Plaster Primer thinned 20% with mineral turpentine, two coats PVA, the final coat with fungicide additive on walls	m ²	36		
34	Ditto but to external walls	m ²	18		
35	44mm thick solid core door with horizontal grooved solid core interior size approximately 900 x 2100mm high complete with framed frames to doors formed out of 75 x 140mm rebated hardwood meranti formed out of 75 x 140mm rebated hardwood meranti , 100 x 75mm aluminium butt hinges with brass pin and nylon insert, Dorma TS 71 Size 3/4 Regular arm overhead door closer,Lockset comprising: Privacy sash mortice lock (3 x Lever lock) 1 x Set Solid Protea Privacy furniture	No	1		
36	40mm standard prefabricated structure polyurethane panels with and including all necessary accessories installed complete	m ²	11		
37	6mm nailed up pvc ceilings	m ²	12		
Carried to Abstract				R	
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38	Allow for the inspection of all wiring by a registered electrician, make good all fittings, plug points, etc confirm compliance with SANS 10142-1: 2008 - 220 volts and issue Certificate of compliance			SUM	
39	Allow for the inspection of all plumbing and by a registered plumber, make good all sanitary fittings and issue certificate of compliance			SUM	
<u>TEMPORARY FABRICATED UNIT 03</u>					
<u>Take Out / Hack Out and Remove</u>					
40	Existing damaged vinyl floors in patches and leave surface ready to receive new (new elsewhere measured)	m ²	12		
41	Existing suspended curtain and curtain tracks size approximately 4 000mm x 2.1m high and leave ceiling ready to receive new (elsewhere measured)	No	1		
42	Internal plastered walls	m ²	18		
43	40mm standard prefabricated structure polyurethane panels and leave opening ready to receive new panels (Elsewhere measured)	m ²	11		
44	Timber door size 900 x 2100mm high and leave opening ready to receive new timber door (elsewhere)	No	1		
45	Nailed up pvc ceilings	m ²	12		
<u>The Following in New Works</u>					
46	10mm thick self levelling screed to receive vinyl floors	m ²	12		
47	2mm heavy duty homogeneous non directional "Canvas PUR" 2000 wide vinyl floor sheeting with welded joints by specialist approved applicator. Sheeting must be rolled in both directions with an articulated 68kg three sectional roller immediately after being laid in the adhesive with welded joints in one colour	m ²	12		
48	Non-slip acrylic emulsion dressing as (SABS 1042) buffed after each coat on vinyl sheeting	m ²	12		
Carried to Abstract				R	
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49	Hospi - track or other equally approved waterproof curtains and bed screen curtains with suspended track manufactured in polyester colour as per end user installed complete	No	1		
50	15mm thick plaster to walls	m ²	18		
51	Clean down to remove all loose paint,including sandblasting or wire brushing where necessary, wash with sugar soap, rinse, make good where necessary and fill cracks with Polyfilla and sand down, apply one coat Plaster Primer thinned 20% with mineral turpentine, two coats PVA, the final coat with fungicide additive on walls	m ²	36		
52	Ditto but to external walls	m ²	18		
53	44mm thick solid core door with horizontal grooved solid core interior size approximately 900 x 2100mm high complete with framed frames to doors formed out of 75 x 140mm rebated hardwood meranti formed out of 75 x 140mm rebated hardwood meranti , 100 x 75mm aluminium butt hinges with brass pin and nylon insert, Dorma TS 71 Size 3/4 Regular arm overhead door closer,Lockset comprising: Privacy sash mortice lock (3 x Lever lock) 1 x Set Solid Protea Privacy furniture	No	1		
54	40mm standard prefabricated structure polyurethane panels with and including all necessary accessories installed complete	m ²	11		
55	6mm nailed up pvc ceilings	m ²	12		
56	Allow for the inspection of all wiring by a registered electrician, make good all fittings, plug points, etc confirm compliance with SANS 10142-1: 2008 - 220 volts and issue Certificate of compliance			SUM	
57	Allow for the inspection of all plumbing and by a registered plumber, make good all sanitary fittings and issue certificate of compliance			SUM	
Carried to Abstract				R	
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<u>TEMPORARY EXTERNAL BASINS AND ABLUTIONS</u>					
58	Take out and remove, stop, service parts and replace water pipes, fittings and other consumables	No	3		
59	Carefully take out and remove loose vitreous china wash hand basin, check for damage and securely fixed to wall if necessary	No	3		
60	Ditto but to wall mounted hot and cold elbow action taps	No	3		
61	15mm Pipe and fixing to walls, floors, in roofs, soffit of concrete slab, in chases (including chases), in concrete, etc.	m	13		
62	22mm Pipe and fixing to walls, floors, in roofs, soffit of concrete slab, in chases (including chases), in concrete, etc.	m	17		
63	510 x 400mm vitreous china semi-rectangular medical basin (no tap hole configuration)	No	3		
64	Medical Elbow action pillar tap with raised nose and blue indice (cold water supply only)	No	3		
65	245mm soap dispenser bracket (for 500ml hibiscrub bottle) (product code: 341-00-00C) to be wall mounted above medical wash hand basin (basin elsewhere measured)	No	3		
66	15mm Fittings	No	3		
67	22mm Fittings	No	3		
68	40 mm Bend.	No	3		
<u>TEMPORARY EXTERNAL WAITING AREA</u>					
69	Allow for making good of existing timber framed, steel metal cladded, external covered waiting area			SUM	
Carried to Abstract				R	
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SIGNAGE

70 Allow for temporary signage

SUM

SOCIO ECONOMIC ALLOWANCES

NOTE : DIRECT DOMESTIC SUBCONTRACT AGREEMENTS

The following trades are for works to be executed by firms in the Eastern Cape department of health panel of contractors which was compiled from bids SCMU 16/17-O190 and SCMU 16/17-0026 where applicable. These contractors shall be the main contractors direct domestic subcontractors and the main contractor shall enter into recognised domestic subcontract agreements with such contractors and furnish the Employer with signed copies thereof. The contracts shall not have back to back agreements relating to payment (pay when paid clauses) nor shall they seek to defeat the objectives of socio economic delivery envisaged by the Employer. The contractor will call for at least five (5) quotations from the pool of contractors in the bids identified herein. The submitted quotations will be evaluated in accordance to ECDOH standards

71 Provide the sum of R 36 000-00 (Thirty Six Thousand Rand) nett for the project Community Liason

Item

36 000,00

72 Allow for Profit.

Item

73 Allow for Attendance

Item

74 Provide the sum of R 60 000-00 (Sixty Thousand Rand) for the employment and training of two building industry students.

Item

60 000,00

75 Allow for Profit.

Item

76 Allow for Attendance

Item

77 Provide the sum of R 60 000-00 (SixtyThousand Rand) for the employment and utilisation of 3 (Three) **APTCOD** tested and trained Artisans on the project

Item

60 000,00

78 Allow for Profit.

Item

79 Allow for Attendance.

Item

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[illegible]

Item No		Quantity	Rate	Amount R
	<u>SECTION NO. 3</u>			
	<u>PHASE TWO (2)</u>			
	<u>BILL NO. 1</u>			
	<u>PREAMBLES</u>			
	For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev Oct. 1993) as well as to the "Model Preambles for Trades" (1998) and Supplementary preambles below. Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done. The work is to be carried out in sections in accordance with the Architect's instructions in such a manner as to cause the minimum of nuisance and delay and the various sections are to be handed over for occupation as soon as they are completed and Tenderers must allow accordingly for this in their pricing. The Contractor will be held solely responsible for checking all floor levels and dimensions in the existing building in order that the new extensions may be correctly lined up. Should any discrepancies be found in the Architect's drawings he should be asked for a decision before continuing with the work. The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur.			
	Carried to Abstract			R
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Old materials described as "carefully take out, set aside for re-use and later refix in new position" are to be carefully removed, stored and protected from injury, made good as required and if broken or damaged through taking out, removing, storage, etc, are to be replaced by the Contractor at his own expense. Tenderers are advised to inspect these materials to ascertain their condition and allow accordingly for this in their pricing.

Old materials, which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.

Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.

All materials in this section are measured as new except where old material is specifically mentioned as being re-used.

Old materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, bracing, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.

Wherever old materials are used instead of the new materials measured, an adjustment will be made by the Quantity Surveyor in the final settlement of accounts by deducting the net cost of the new materials and crediting the Contractor with the amount, if any, allowed by him for the old materials.

When pricing, Tenderers are to allow as follows:

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Where door and window openings, etc, are specified to be filled in, or where jambs, cills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of Travertine facebricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.

Where lintols are specified as reinforced concrete the prices are to include for breaking out brickwork over for and inserting cement concrete (20MPa) lintol with 230mm bearing on each end and 254mm deep and reinforced with and including one 12mm diameter mild steel rod for each half brick thickness of wall and including formwork. The steel rods are to be hooked at ends and embedded 25mm up from bottom of lintols. Lintols exceeding 1370mm span to be similarly reinforced but with 20mm diameter mild steel rods.

Where lintols are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintol with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.

The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.

The term "make good" is to include all labour and material required to match existing work.

The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, etc.

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The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes. -----

The contractors unit rates must allow for disposal of disposal or carting away of material, fittings or fixtures so described to a prescribed dumping site as instructed by the Architect

Wire mesh were referenced shall be as follows:

Wire thickness = 3.0mm thick
Strand width = 4.5mm thick
Diamond size = 25mm x 50mm

BUMP RAILS

1	38 x 220mm twice angle rounded saligna hardwood bump rail plugged and screwed to wall with two x countersunk screws at approximately 70mm centres, the bump rail 1000mm affl as per Architects drawing MDA 290/301	m	367
2	Extra over for hardwood end capping on bumprails	No	30
3	Allow for sanding off sharp edges of bump rails and leave rails ready to be varnished (Varnishing elsewhere)	m ²	55
4	50mm Diameter. x 3mm Thick rounds hollow section in handrail welded to 50mm diameter. tube (Posts elsewhere measured)	m	48
5	Extra over handrail for forming 90 degree angle	No	4
6	Extra over handrail for forming 45 degree angle intersection	No	10
7	50mm Diameter. x 3mm Thick round section tube post 2000mm high with 200 x 200x 3mm thick plate welded to bottom of post, plate four times holed for 10mm diameter bolt for fixing to top of ramp or landing (bolts elsewhere measured)	No	10

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<u>Bolts, etc</u>					
Descriptions of bolts shall be deemed to include nuts and washers.					
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.					
Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.					
8	10mm Diameter x 125mm long Rawl bolt	No	40		
9	Extra over for tightening bump rails		Item		
<u>WALLS</u>					
10	Clean down to remove all loose paint,including sandblasting or wire brushing where necessary, wash with sugar soap, rinse, make good where necessary and fill cracks with Polyfilla and sand down, apply one coat Plaster Primer thinned 20% with mineral turpentine, two coats PVA, the final coat with fungicide additive on internal walls	m ²	2 024		
11	Acid wash, rinse down with water and leave existing facings ready to be re-pointed	m ²	690		
12	FBX facing bricks to match existing including and pointing with 10 mm square recessed joints as extra over ordinary brickwork for facing in stretcher bond	m ²	300		
13	Repair jointing to existing facebrick wall with Class II cement mortar to create square recessed horizontal and vertical joints	m ²	155		
14	Carefully cut back roof sisalation at height exceeding 2 500mm but not exceeding 3 500mm high	m ²	95		
15	Extra for stopped end for pipe not exceeding 150mm diameter	No	20		
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600 x 600 x 10mm Thick Ivory white glazed ceramic wall tile fixed in diamond pattern with tile adhesive with joints in both directions and flush pointed with EzeeTile or similar approved Light Grey tile grout complete to manufacturers specification

16	On internal walls	m ²	200		
17	12mm aluminium straight edge trim	m	55		

CEILINGS

18	Allow for removing damaged ceiling boards and leave brandering ready to receive new	m ²	180		
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9.5mm plasterboard fixed to 38 x 38mm SAP battens with drywall screws at minimum 400 centres. All joints to be covered with 25mm x 6mm hardwood cover strip, fixed to ceiling board

19	Horizontal ceilings fixed with ivoryside downwards to existing 38 x 38mm sawn pine brandering at 400mm centres in one direction and behind all joints and with additional brandering at outer edges of rooms.	m ²	180		
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SEATING

The following in square silver stainless steel benches suitable for public seating in external areas in all weather conditions. Each seat to carry a minimum weight per wheight per seat of 110kg

20	Three seater stainless steel seating size approximately 1850 x 670 x 785mm high overall suitable for all weather conditions, each seated epoxy bolted four times with stainless steel bolt to concrete floors with vinyl sheeting finish (floor and floor finish elsewhere measured)	No	7		
21	Seven seater stainless steel seating size approximately 2890 x 670 x 785mm high overall suitable for all weather conditions, each seated epoxy bolted four times with stainless steel bolt to concrete floors with vinyl sheeting finish (floor and floor finish elsewhere measured)	No	1		

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<u>SANITARY FITTINGS</u>				
22	Take out and remove plastic WC cirsten and leave wall and floor ready to receive new WC (New WC elsewhere measured)	No	3	
23	Ditto but standard taps (New taps elsewhere measured)	No	3	
24	Wall hung WC with white toilet seat and cover (Anti-Bacterial complete with and including standard range wall hung application kombifix for WC 6/9 litre dual flush, front operated, 90mm thick cistern, fitted with standard range flush Actuator twinline white including connecting and assembling.	No	3	
25	Medical elbow action wall type mixer with swivel outlet	No	3	
<u>The following in 304 grade stainless steel</u>				
26	144 x 138 x 301mm stainless steel wall mounted double toilet roll holder with spindle system	No	3	
27	245mm soap dispenser bracket (for 500ml hibiscrub bottle) (product code: 341-00-00C) to be wall mounted above medical wash hand basin (basin elsewhere measured)	No	3	
<u>MEDICAL REFUSE ROOM</u>				
28	Core drilling of hole in slab exceeding 150mm and not exceeding 200mm thickness	No	3	
29	110mm PVC sewer pipe	m	85	
30	110 mm I.E. Bend.	No	4	
31	RO280H NW100 range or other equally approved floor drain made of stainless steel 304 (Round flange foe epoxy floors with holes)	No	3	
Carried to Abstract				
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	<u>The following repairs are to be done in strict accordance with the Engineers specifications and requirements. The Contractor must inform the Engineer and Principal Agent prior to commencing with the concrete repairs. (The Contractor must clearly mark the area of damaged concrete to be removed and inform the Engineer and Principal Agent to inspect prior to commencing with this activity)</u>				
32	Scabble concrete with high water pressure or mechanical means (hammer and chisel) or other equal approved method	m ³	15		
33	Clean the exposed rebars by removing dust and blast cleaning	m ²	100		
34	Apply one coat of Sika Armatec 110 epochem or other equal approved anti-corrosion primer and bonding bridge to exposed rebar	m ²	100		
35	Apply one coat Sika Top Plus high performance mortar or other equal approved repair mortar on exposed rebar	m ³	15		
36	Allow for wet burlap or plastic sheeting cast over fresh mortar to allow for curing	m ²	100		
37	Apply one coat Sika FerroGard 903 or other equal approved corrossion inhibiting impregnation	m ²	100		
38	Apply one coat Sika Top seal 107 or other equal approved waterproofing sealant	m ²	100		
39	Apply one coat Sikagard 70 penetrating sealer or other equal approved epoxy coating	m ²	100		
	<u>WATER TANKS</u>				
40	Allow for the following for each water tank as approved by the Principal Agent - Galvanised tie down - 3m aluminium down pipe to water tanks - Lockable tap			SUM	
	<u>EXTERNAL WORKS</u>				
41	Take out and remove damaged paving	m ²	74		
	Carried to Abstract			R	
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<u>PATHS AND PAVING</u>					
42	Excavate in earth to reduce levels not exceeding 2 m deep.	m ³	11		
43	Extra over all excavations for carting surplus excavated material from the site.	m ³	11		
44	Scarify ground to a depth of 150 mm and re-compact to 93% Mod. AASHTO density.	m ²	74		
45	Approved G5 material as base course 100 mm thick compacted to 95% Mod. AASHTO density under surface bed.	m ²	74		
46	Cement concrete (25 MPa - 19 mm stone) in surface bed cast in panels	m ³	23		
47	Extra for broom swept non slip finish to surface bed including any additional cement necessary	m ²	150		
48	Formwork to edge not exceeding 300 mm high.	m	30		
<u>220 x 110 x 75mm Corobrik Brick paving in soldier course to concrete paving to match existing</u>					
49	220mm Wide Corobrik clay brick paving soldier course margin to match existing, set flush with top of concrete slab and jointed in cement mortar on and including 50mm thick concrete (20Mpa - 19mm stone) mortar bed and pointing to top and edge.	m	220		
50	50 mm Thick Corobrik clay brick pavers to match existing in stretcher bond pattern, laid on and including 20 mm sand bed complying with SABS 1200 MJ with cement/sand joints.	m ²	74		
51	10 mm Expansion joint filler vertically between concrete and brick surfaces not exceeding 300 mm high.	m	16		
52	Rake out 10 mm expansion joint filler for a depth of 20 mm and point with polysulphide sealant in accordance with SABS 110.	m	16		
Carried to Abstract				R	
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<u>SPUTUM ROOM AND EXTERNAL WAITING AREA</u>					
53	Take out and remove, stop, service parts and replace water pipes, fittings and other consumables	No	1		
54	Carefully take out and remove loose vitreous china wash hand basin, check for damage and securely fixed to wall if necessary	No	1		
55	510 x 400mm vitreous china semi-rectangular medical basin (no tap hole configuration)	No	1		
56	Medical Elbow action pillar tap with raised nose and blue indice (cold water supply only)	No	1		
57	245mm soap dispenser bracket (for 500ml hibiscrub bottle) (product code: 341-00-00C) to be wall mounted above medical wash hand basin (basin elsewhere measured)	No	1		
58	15mm Fittings	No	2		
59	22mm Fittings	No	2		
60	40 mm Bend.	No	2		
<u>Breaking up and removing</u>					
61	150mm Reinforced concrete slab to allow for excavation for a new facade.	m ³	1		
<u>15MPa/20mm concrete</u>					
62	Surface beds	m ³	1		
63	Reference 193 welded mesh reinforcement lapped 300mm at edge of adjoining sheets and bound with annealed wire and laying in concrete surface beds / ramps (Measured nett - no allowance made for laps)	m ²	6		
<u>Untinted granolithic on concrete (degree of accuracy grade III)</u>					
64	30mm Thick on floors and landings	m ²	6		
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	<u>Epoxy double broadcast quartz by specialist approved applicator applied on sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring in one colour. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pick up prior to application or ther equally approved method</u>				
65	On floors	m ²	11		
66	Extra over for forming cove skirting 150mm girth including welded joints to adjoining epoxy and closed ends	m	21		
	<u>Non-slip acrylic emulsion dressing as (SABS 1042) buffed after each coat on floors</u>				
67	Ditto three coats dressing on floors and turn-ups	m ²	11		
	<u>EXISTING ABLUTIONS AND CHANGEROOMS</u>				
68	Take out and remove, stop, service parts and replace water pipes, fittings and other consumables	No	1		
69	Ditto but glazed panels and replace with frosted glass (New glass elsewhere measured)	m ²	2		
70	Take out and remove "Plastic WC" and replace with new cistern. New Cirsten herein measured	No	1		
71	Eureka 2H45 30mm Mirror Screw (4 Pack) installed	No	1		
	<u>PHAMARCY AND DISPENSARY SHELVING ETC</u>				
	<u>The following in SA pine as per the architects design ref MDA -290/301 series</u>				
72	<u>22 x 50mm support struts</u>	m	83		
73	Slatted solid support panels spaced at a max of 755mm cc	m ²	75		
74	<u>Slatted shelf fixed to 22 x 50mm support struts (struts measured elsewhere)</u>	m ²	71		
	Carried to Abstract			R	
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Bhongweni Clinic Phase 1
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75	Slatted solid base fixed to concrete floor surface	m ²	19		
76	16mm x 150mm high kick plate	m	20		
<u>KITCHEN CUPBOARDS IN PHARMACY AND DISPENSARY</u>					
<u>The following in SA pine as per the architects design ref MDA -290/300 series</u>					
77	30mm Rustenburg granite top (square edge, no splash back)	m ²	3		
78	Cupboard top comprised of 16mm melawood frame panel with woodgrain melamine finished off with impact edge trim (colour as per architect)	m ²	20		
79	16mm white internal cupboard carcass including bearers and supports complete	m ²	36		
80	16mm melawood panel with woodgrain melamine finished off with impact edge trim (colour as per architect)	m ²	60		
81	22mm supawood panel with max on top HPL finished off with impact edge trim (colour as per architect)	m ²	52		
<u>Ironmongery</u>					
82	22mm brass cylinder cupboard deadlock	No	18		
83	200mm edge straight handle	m	10		
<u>MOTHER AND CHILD PLAY AREA</u>					
84	Excavate in earth to reduce levels not exceeding 2 m deep.	m ³	12		
85	Extra over all excavations for carting surplus excavated material from the site.	m ³	12		
86	Approved G6 material as filling compacted in 150 mm layers to 93% Mod. AASHTO density.	m ³	6		
Carried to Abstract				R	
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87	10mpa concrete in blinding layer	m ³	8		
88	12mm artificial grass	m ²	50		
<u>Fencing</u>					
<u>NOTE</u>					
The price for the fencing must include allowances for Stainless Steel Grade 304 sundries such as bolts, nuts and washers					
Large established trees on the inside of the boundary and forming an obstruction to a straight line must be left undisturbed unless otherwise specified or described in the specification					
<u>Builder's work in connection with palisade fencing</u>					
89	Roughly clear, grade and level ground along fence line between fence poles for a width of 1m both sides including clearing of all vegetation, trees, rocks, rubble and rubbish	m ²	18		
<u>The following in Hot Dipped Galvanized and PVC coated 100 x 55 x 2 mm profile Bekafix Super Secure Posts - with holes in side flanges for lateral fixation of the betaview panel with mini securifor brackets and plastic caps ,Yield strenght : min 320 N/mm2 complete with minimum zinc coating :275 g/m2 (double side determined) Colour : Anthracite RAL 7021</u>					
90	Post size 3200mm long	No	6		
<u>"Betaview" similar or equally approved ZincAlu and PVC coated security fencing, gates, etc and setting out Fence sytem to be maintenance free and carry a 10 year anti-corrosion guarantee. Supplier to be ISO 9001 & Green Building Council approved.</u>					
91	Supply and erect 2.4m high "Betaview" or other equally approved fence to boundary comprised of 3050 x 2400 mm panels made out of welded mesh, with rectangular apertures size 76.2 x 12.7mm,horizontal and vertical wire diameter size 3.00mm,weld strength: 60% of the minimum tensile strength of the wire,and tensile strength range of wire: 540-690N/m ² complete made from Zincalu® super wire and PVC coated - Anthracite RAL 7021	m	18		
Carried to Abstract				R	
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<u>Serrated Top Rail Saw Tooth</u>					
92	3050mm x 100 mm thick top rail with serrated tooth spike 2.5mm thick hot dip galvanised and PVC coated, bolted to panel top as per manufacturer's specification - Anthracite RAL 7021	m	18		
<u>Underdig</u>					
93	"BetaView" or similar 3510 Singleskin Flat ZincaLu size 3050 x 450mm high	m	18		
<u>ROADWORK INCLUDING PATCHING, REPAIRING POTHoles AND EDGEBREAKS</u>					
<u>NOTE:</u>					
All work is to be carried out in accordance with SABS 1200 ME, MF, MH & MK.					
<u>SCOPE</u>					
This section covers the patching of existing pavement layers, repairing potholes and edgebreaks and includes the follows:					
(a) <u>Patching (Local repairwork)</u> Patching shall be any rehabilitation work to pavement layers (and in exceptional cases to fills and the roadbed) with the purpose of repairing local failures, and which is carried out in an area having a length of less than 25 m, a width less than 1 m or an area of less than 100 m ² .					
(b) <u>Potholes</u> The repair of local failures with a surface area of less than 1m ² .					
(c) <u>Edgebreaks/raised areas</u> The repair of broken or raised edges requiring reinstatement.					
<u>MATERIALS</u>					
(a) Patching agent. i) Bitumen stabilising 60% Stable-grade anionic emulsion complying with SABS 309.					
Carried to Abstract				R	
PHASE 2 Bill No. 1 PHASE TWO (2)					

- ii) Prime One of the following as directed by the engineer: - MC 30
- MSPI
- iii) Chemical stabilising agent.
OPC
- iv) Continuously graded asphalt.
As specified for medium grade, with 80/100 penetration grade bitumen as binder to SABS 1200 as specified in Table 2 and 6.
- (b) Potholes i) Prime 60% Stable-grade anionic emulsion complying with SABS 309 diluted 1:1 with water.
- ii) Continuously graded asphalt.
80/100 Pen/Bit medium grade SABS 1200 as specified in Table 2 and 6.
- (c) Edgebreaks and raised areas i) Prime One of the following as directed by the engineer: - MC 30
- MSPI ii) Continuously graded asphalt.
80/100 Pen/Bit medium grade SABS 1200 as specified in Table 2 and 6.
- (d) Crack sealing Materials for crack sealing can be any of the following:- Hot poured - Nat Pro Lastic (ABE Industrial Product) or similar
Cold poured - Petroseal (Abecol) or similar - Inverted emulsion/latex compounds

CLASSIFYING THE MATERIAL

All material excavated from the existing roadprism including subgrade, subbase, base seals and shoulders shall be classified as soft material. No additional payment will be made for various types of material.

PLANT AND EQUIPMENT

The equipment to be used for the conventional breaking-up and excavation of existing pavement layers will be determined by the size and depth of the pavement section to be processed or excavated, taking into consideration the fact that work may have to be carried out in restricted areas.

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Only approved cutting or sawing equipment shall be used for cutting or sawing the asphalt and stabilised base layers.

CONSTRUCTION

- (a) Patching (Local repairwork)
The Engineer will demarcate any failed areas to be patched, and shall instruct the contractor regarding the other details of the patching work to be done.

i) Excavating pavement material

Unless otherwise instructed by the Engineer, the patch shall have a neat rectangular shape. The bituminous surfacing shall be cut with an approved cutting device.

Initially 150 mm shall be excavated. After completion of the initial excavation, the Engineer shall be afforded the opportunity to examine it to determine whether further layers shall be removed. The floor of the excavation shall be watered and compacted to 93% modified AASHTO density.

ii) Backfilling excavations

The backfill material shall be imported gravel as ordered by the Engineer. The compacted density for each lower layer shall be for:

SSG layer 93% Mod. AASHTO
Subbase layer 95% Mod.
AASHTO Base 86% Apparent density

The emulsion-established base shall be compacted to 100% modified AASHTO density.

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iii) <u>Crack Sealing</u> Surface cracks in the existing road surface to be sealed as follows: a) <u>Cracks over 5 mm wide.</u> The crack to be reamed out using hot lance operations to a minimum depth of 15 mm. The cracks to be air blasted and cleaned out. The cracks to be primed using primer as specified by manufacturers. The cracks to be sealed using a rubber bitumen compound as specified by manufacturers. b) <u>Cracks 0 - 5 mm wide</u> The crack to be air blasted and cleaned out. The crack to be treated using an inverted bitumen emulsion and 3% by mass of SBR latex emulsion. Crack sealing is not to be carried out during wet conditions. iv) <u>Restrictions</u> All excavations for patching shall be backfilled on the same day. (b) <u>Potholes</u> The Engineer will indicate the potholes requiring repair. The contractor shall demonstrate for approval by the Engineer his intended method for backfilling and compacting the continuously graded asphalt in potholes. Unless otherwise ordered by the Engineer, the existing material shall be removed to a depth of 50mm or to the bottom of the pothole, whichever is the greater, in the smallest rectangular area encompassing the pothole.			
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The surface of the sides and bottom shall be primed at a rate of 0.7 litre/m² with diluted emulsion, which shall be allowed to dry. The continuously graded asphalt shall then be placed in layers not exceeding 30 mm, compacted by the approved method and finished off level with the adjacent surfacing. (c) <u>Edgebreaks / raised areas</u> This treatment is intended for use where the repair of the edges of the surfaced area is required, including restoring the road edges to the true edge lines and levels of the original road to such other line as may be ordered by the Engineer. Before the repair of edgebreaks/raised areas is carried out and, where the edges of the surfacing have broken away, the existing broken edges shall be cut back in neat lines until a sound edge is obtained. All material between the edge of the surfacing and the line to which the surfacing has to be built up, shall be removed to a depth of 60 mm below the final road surface or until firm material is found, and the surface so exposed shall be cleaned and primed at a rate of 0.70 litre/m². The contractor shall demonstrate for approval by the Engineer his intended method for backfilling and compacting continuously graded asphalt in edgebreaks/ raised areas. The edges shall then be built up with continuously graded asphalt as ordered by the Engineer and shall be well compacted by the approved method. The built-up edges shall be finished neatly to the required line and levels			
Carried to Abstract PHASE 2 Bill No. 1 PHASE TWO (2)		R	

Raising and Levelling of Existing Manholes

Where re-surfacing is to take place and the existing manhole covers will be covered by the new layer. The said manhole cover will be raised to the appropriate level to be flush with the surface of the re-sealed level.

Protection of Existing Services

Where remedial layer works are to be carried out the depth and position of the relevant service is to be determined by hand excavation. In the case where the affected services have a cover of less than 300mm the services will be encased in a soil-crete mix.

Road Signs and Markings

Where re-surfacing and related operations incorporated in this contract require the removal of traffic signs the affected sign shall be removed and stored in a safe place until such time as the work done in the area is complete. The said sign is then to be replaced in its original position. Road, paint markings are to be re-painted after completion of the re-sealing operation in the affected areas.

94	Precast cement concrete (20 MPa - 6 mm stone) barrier kerb size 150 x 250 mm with one side splayed back 25 mm for a height of 125 mm including exposed angle rounded to a 20 mm radius, the kerb jointed in cement mortar on and including 75 mm concrete (20 MPa - 19 mm stone) bed haunched up on both sides including all necessary excavations, backfilling, formwork, etc.	m	167
	<u>High quality road marking paint in accordance with SABS 731</u>		
95	Ditto in 100 mm wide yellow lines (ditto).	m	10
96	Ditto in 300 mm wide white lines (ditto).	m	15
97	Ditto directional arrow in white paint in accordance with the South African Road Traffic Manual.	No	2
98	Ditto STOP ditto.	No	2

NEW RECEPTION AREA

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Brick Up Openings etc

99	270mm cavity wall in building up opening size 900 x 2100mm and make good including to plaster one side	No	1
100	Ditto but window opening size 1200 x 1200mm high	No	1

RAMPS

101	Excavate in earth to reduce levels not exceeding 2 m deep.	m ³	2
102	Extra over all excavations for carting surplus excavated material from the site.	m ³	2
103	Scarify ground to a depth of 150 mm and re-compact to 93% Mod. AASHTO density.	m ²	16
104	Approved material selected from excavations compacted to 95% Mod. AASHTO density under surface bed.	m ²	1
105	Approved G5 material as base course 150 mm thick compacted to 95% Mod. AASHTO density under surface bed.	m ²	1
106	Ref 500 fabric reinforcement in surface beds and slabs	m ²	16
107	Cement concrete (30 MPa - 19 mm stone) in concrete hard stand cast in panels	m ³	2
108	Extra for broom swept non slip finish to surface bed including any additional cement necessary	m ²	16

Expansion joints with softboard between vertical concrete and brick surfaces to SABS 1077

109	10mm Thick Jointex expansion joint filler vertically between concrete or brick surfaces not exceeding 300 mm high	m	4
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Saw cut joints

110	10mm Wide x 10mm deep saw cut groove in top of concrete.	m	4
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WINDOWS

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<u>The following powder coated aluminium door units as per the Architects diagrams, details and specifications bound into the back of these bills of quantities. Prices for all units measured herein to include all glass, ironmongery, assembly, fixing and sealing</u>					
111	Window type W01 size 600 x 600mm high with 1 x fixed section and 1 x void below, glazed with 6.38mm HPR laminated safety glass	No	1		
112	Window type W02 size 1200 x 1200mm high with 2 x fixed sections and 2 x opening sections, glazed with 6.38mm HPR laminated safety glass	No	5		
113	Ditto but with 1 x fixed sections and 1 x void sections, glazed with 6.38mm HPR laminated safety glass	No	2		
114	Window type W03 size 1800 x 1200mm high with 3 x fixed sections and 3 x opening sections, glazed with 6.38mm HPR laminated safety glass	No	2		
115	Window consisting of two panels, first panel size 1485 x 2125mm high, second panel with 935 x 2125mm high both panels with 460mm high voids below glazed with frosted 6.38mm HPR laminated safety glass	No	1		
<u>The following in hot dip galvanised security screens strictly as per the Architects drawings attached to these bills of quantities</u>					
116	Curved window security screen to fit window size 600 x 600mm high overall, tangential angle approximately 45 degrees composed of 3 x 20mm diameter galvanised horizontal solid rod with 50mm steel knob shaped decorative end cap both sides, welded to 10mm diameter solid square sections, spaced at 100mm centres as per Architects drawing	No	1		
117	Ditto but window size 1200 x 1200mm high	No	7		
118	Ditto but window size 1800 x 1200mm high	No	2		
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PHASE 2 Bill No. 1 PHASE TWO (2)					

Item No	Quantity	Rate	Amount R
<u>SECTION NO. 4</u> <u>PHASE TWO (2)</u> <u>BILL NO. 1</u> <u>PREAMBLES</u> For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev Oct. 1993) as well as to the "Model Preambles for Trades" (1998) and Supplementary preambles below. Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done. The work is to be carried out in sections in accordance with the Architect's instructions in such a manner as to cause the minimum of nuisance and delay and the various sections are to be handed over for occupation as soon as they are completed and Tenderers must allow accordingly for this in their pricing. The Contractor will be held solely responsible for checking all floor levels and dimensions in the existing building in order that the new extensions may be correctly lined up. Should any discrepancies be found in the Architect's drawings he should be asked for a decision before continuing with the work. The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur.			
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Old materials described as "carefully take out, set aside for re-use and later refix in new position" are to be carefully removed, stored and protected from injury, made good as required and if broken or damaged through taking out, removing, storage, etc, are to be replaced by the Contractor at his own expense. Tenderers are advised to inspect these materials to ascertain their condition and allow accordingly for this in their pricing.

Old materials, which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.

Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.

All materials in this section are measured as new except where old material is specifically mentioned as being re-used.

Old materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, bracing, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.

Wherever old materials are used instead of the new materials measured, an adjustment will be made by the Quantity Surveyor in the final settlement of accounts by deducting the net cost of the new materials and crediting the Contractor with the amount, if any, allowed by him for the old materials.

When pricing, Tenderers are to allow as follows:

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Where door and window openings, etc, are specified to be filled in, or where jambs, cills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of Travertine facebricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.

Where lintols are specified as reinforced concrete the prices are to include for breaking out brickwork over for and inserting cement concrete (20MPa) lintol with 230mm bearing on each end and 254mm deep and reinforced with and including one 12mm diameter mild steel rod for each half brick thickness of wall and including formwork. The steel rods are to be hooked at ends and embedded 25mm up from bottom of lintols. Lintols exceeding 1370mm span to be similarly reinforced but with 20mm diameter mild steel rods.

Where lintols are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintol with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.

The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.

The term "make good" is to include all labour and material required to match existing work.

The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, etc.

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The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes. -----

The contractors unit rates must allow for disposal of disposal or carting away of material, fittings or fixtures so described to a prescribed dumping site as instructed by the Architect

Wire mesh were referenced shall be as follows:

Wire thickness = 3.0mm thick
Strand width = 4.5mm thick
Diamond size = 25mm x 50mm

Take out and remove

1	Single door size 900 x 2100mm high and leave opening ready to be bricked up (bricking up elsewhere measured)	No	14
2	Ditto but double door size approximately 1625 x 2125mm high	No	1
<u>The contractor must request for a written instruction concerning the relocation of joinery fittings as described below. The contractor must make the necessary allowances for the complete replacement or reinstatement of joinery that may be damaged during the removal, reinstatement or transit of joinery</u>			
3	Timber shelving size approximately 6 500 x 3000mm high and reassemble in new position as directed by the architect	No	10
4	Timber shelving size approximately 10000 x 3000mm high and reassemble in new position as directed by the architect	No	15

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DOORS, ETC.

Wrot Meranti

5 44 mm Framed, ledged, braced and batten door (DO1) formed of 44 x 107mm top rail and styles, 19 x 107mm middle rail and braces and 19 x 222mm bottom rail, filled in with 19 x 70mm tongued, grooved and V-jointed boards, twice countersunk screwed and glued and tongued to styles and top rail with 6mm thick commercial veneer glued to and including rebate on back and with 44 x 44mm splayed, rebated and throated weather mould countersunk screwed and glued to bottom rail, size 813 x 2032 mm as per Architects drawing

No

7

6 Ditto but 1000mm x 2125mm high

No

1

SABS Semi Solid core flush doors with 10mm hardwood edges faced with tempered smooth faced hardboard for painting hung to timber frames

7 44mm thick semi solid core flush door size approximately 900 x 2125mm high with and including 1.8mm pressed galvanised steel frame as per Architects drawing

No

4

SABS Solid core flush doors with 10mm hardwood edges faced with tempered smooth faced hardboard for painting hung to timber frames

8 44mm thick solid core door with horizontal grooved solid core interior size approximately 1445 x 2050mm high with and including 1.8mm pressed galvanised steel frame as per Architects drawing

No

2

Framed frames to doors formed out of 75 x 140mm rebated hardwood meranti

9 Plain frame for door opening size 900 x 2125mm fixed to brickwork

No

12

10 Plain frame for door opening size 1000 x 2125mm fixed to brickwork

No

1

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11	Plain frame for door opening size 1445 x 2125mm high overall consisting of two panels size 475 x 2125mm high and 915 x 2125mm high fixed to brickwork with and including 1.8mm pressed galvanised steel frame	No	1		
	<u>The following powder coated aluminium door units as per the Architects diagrams, details and specifications bound into the back of these bills of quantities. Prices for all units measured herein to include all glass, ironmongery, assembly, fixing and sealing</u>				
12	Natural anodised Aluminium door size 1625 x 2125mm high overall in two equal leaves, comprising of aluminium frame system to manufacturers specification with 2 x panel size composed of 6,38mm H.P.R laminated glazing size approximately 585 x 950mm and 2 x panel size composed of 6,38mm safety laminated glazing with translucent vinyl interlayer size approximately 585 x 845mm complete 100mm aluminium kick rail in natural anodised finish (Refer to Architects drawing no. MDA/290-A, Type D04)	No	1		
	<u>The following in white aluminium coated slated roller shutter door composed of 76mm interlocking slats with slide bolts fitted to padlock</u>				
13	1 500 mm x 1 200mm high heavy duty roller shutter steel roll-up door, manually operated, including centre lift lock and rubber weather strips, handles, roll guides, hinges, fixing bolts, tracks etc, fixed to brickwork or concrete with a minimum of 100mm side room and 500mm headroom	No	1		
	<u>Two coats wood primer</u>				
14	On backs of grounds, frames, linings, etc. not exceeding 300mm wide	m ²	19		
	<u>Prepare, stop and apply one coat wood primer, one Plascon Universal Undercoat and two coats Plascon Velvaglo Gloss Enamel paint on</u>				
15	On doors	m ²	53		
16	On door frames, etc.	m ²	20		
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SECURITY GATES

The following in hot dip galvanised security gates strictly as per the Architects drawings attached to these bills of quantities

17	Security gate (GO1) size 900 x 2125mm high overall composed of 30 x 30 x 3mm mild steel hollow framework with 70 x 30mm horizontal cross members and 12 x 12mm solid bar vertical members spaced at 100mm centres, 70 x 30 x 3mm latch mechanism housing with and including 3 x mild steel hinges both sides as per the Architects drawing	No	7
18	Entrance gate (GO2) size 1 800 x 2 125mm high overall composed of 50 x 50 x 3mm mild steel hollow framework with 70 x 30mm horizontal cross members and 12 x 12mm solid bar vertical members spaced at 100mm centres, 70 x 30 x 3mm latch mechanism housing with and including 3 x mild steel hinges both sides as per the Architects drawing	No	1
19	Security gate (GO3) size 1195 x 2125mm high overall composed of 30 x 30 x 3mm mild steel hollow framework with 70 x 30mm horizontal cross members and 12 x 12mm solid bar vertical members spaced at 100mm centres, 70 x 30 x 3mm latch mechanism housing with and including 3 x mild steel hinges both sides as per the Architects drawing	No	1
20	Security gate (GO4) size 1195 x 2125mm high overall composed of 30 x 30 x 3mm mild steel hollow framework with 70 x 30mm horizontal cross members and 12 x 12mm solid bar vertical members spaced at 100mm centres, 70 x 30 x 3mm latch mechanism housing with and including 3 x mild steel hinges both sides as per the Architects drawing No. MDA 290/A	No	1

BEADS, ARCHITRAVES, ETC.

Wrot Meranti

21	19mm quadrant beads	m	143
22	12 x 44mm Stop	m	73

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1,6mm Thick satin finished stainless steel (type 430) push, kicking and trolley plates and edge protectors, linings, with machined edges, etc., fixed to wood doors, frames, etc., with adhesive and countersunk drilled and screwed on at 100mm centres with stainless steel screws, along all edges and including forming all cut outs, holes, slots, checks, notches, etc. as required to accommodate door ironmongery

23	Push plate 200mm high	m	6
24	Kick plate 300mm high	m	6
25	300 x 300mm powder coated aluminium louvre fixed to doors	No	14

PREFABRICATED OFFICE BUILDINGS

26	Decommission 7 X 7m prefab structure and relocate to a new site not exceeding 150km from the current site	No	3
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TEMPORARY STRUCTURES

27	Take down and demolish existing temporary canopy, standing areas, ablutions etc as indicated on plan	Item	
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Minor crack - width 0.5 mm to 5.0 mm

28	Remove the plaster in the vicinity of crack exposing cracked brickwork, clean the crack with the compressed air ensure that fine and loose material inside the crack has been removed, chisel out a V-shape, fix in grouting nipples in the V-groove on the faces of the wall at 150-200 mm c/c, seal the crack on both faces of the wall with 1:4 cement mortar, stop and allow mortar to gain strength, clean off dust and saturate brickwork with water and leave brickwork ready to receive new plaster (New plaster elsewhere measured)	m ²	10
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	<u>Major crack - width more than 5.0 mm</u>				
29	Remove the plaster in the vicinity of the crack (350mm width on each side of crack) exposing the brickwork and chisel out a V shape, clean the crack with compressed air and ensure that dirt, fine and loose material are removed completely, fix in grouting nipples in the V-groove on both faces of the wall at spacing of 150-200 mm c/c, seal the crack on both the faces of the wall with ABE epidermix 365 or other equally approved crack injection compound, nail fix a diamond wire mesh over the sealed crack (spanning at least 300mm diameter on either side of the crack) with and including holding it to the wall through spikes or bolts at 300mm c/c and leave surface ready to receive new plaster (Plaster elsewhere measured)	m ²	15		
	<u>SIGNAGE</u>				
	<u>NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations : Refer to Engineer's Fire Plans for Fire and Safety signage</u>				
	<u>Pedestrian Entrance</u>				
30	630mm x 1905mm White Chromadek Sheet sign with the following mounted · 2mm thick Natural anodized aluminum backing plate mounted on sheet. Backing plate to be prepared, primed and painted in A approved product finish applied strictly in accordance with manufacture's specifications, Chromadek Sheeting to be mounted to frame with M8 Rawl Bolt. Frame to be 50mm x 25mm GMS square tube all around with 25mm GMS square tube support frame inside. Frame to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Frame to be mounted to 2x GMS square tube post with M8 Rawl Bolt. Post to be 50mm x 50mm x 1.6mm x 3.6m high. Posted to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Post to be mounted on base plate with chemical anchor fixing to mass concrete base each as per detail.	No	1		
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<u>Entrance Door</u>					
31	420mm x 1063mm x 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Sign board to be mounted to frame with M8 Rawl Bolt. Frame to be 50mm x 25mm GMS square tube all around with 25mm GMS square tube support frame inside. Frame to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Frame to be back-end mounted to wall with RS PRO Nylon Frame Fixings.	No	1		
<u>Information Hanging Sign</u>					
32	480mm x 150mm x 2mm thick Natural anodized aluminum sheet double sided signage board with green, yellow and black vinyl lettering. Sign to be top hung with S/S Jack Chain to under side of ceiling.	No	2		
<u>Above door names</u>					
33	640mm x 200mm x 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to wall with RS PRO Nylon Frame Fixings.	No	8		
<u>Door mounted sign</u>					
34	295mm x 35mm x 2mm thick Natural anodized aluminium sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to door with S/S screws.	No	22		
<u>Information Directional Signage</u>					
35	640mm x 132mm (Single) & 528mm (Quadruple) 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to wall with RS PRO Nylon Frame Fixings.	No	3		
<u>Ablution/ Kitchen Signage</u>					
36	150mm x 150 x 2mm thick Natural anodized aluminium sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to door with S/S screws	No	13		
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PHASE 3 Bill No. 1 PHASE THREE (3)					

SHEET VINYL FLOORING

Note:

The flooring Sub-Contractor is to ensure that the screed is of sufficiently good finish to provide a perfect even level surface for the laying of floor covering. Any floor coverings showing waves or imperfections on finished surfaces will not be acceptable.

2mm heavy duty homogeneous non directional “Canvas PUR” 2000 wide vinyl floor sheeting with welded joints by specialist approved applicator. Sheeting must be rolled in both directions with an articulated 68kg three sectional roller immediately after being laid in the adhesive with welded joints in one colour

37	On floors	m ²	80
38	Extra over for forming cove skirting 150mm girth including a PC20 poly cove former, welded joints to adjoining sheeting and closed ends	m	25
39	Vinyl poly cap strip	m	25
40	Taper piece to skirting at door opening (Provisional)	No	8
41	Polyflor EJC 65 expansion joint cover (Provisional)	m	8

WALL LININGS

2mm heavy duty homogeneous non directional “Canvas PUR” 2000 wide vinyl floor sheeting with welded joints by specialist approved applicator. Sheeting must be rolled in both directions with an articulated 68kg three sectional roller immediately after being laid in the adhesive with welded joints in one colour

42	On face and both edges of bump rail 220mm girth including mitres, ends, etc.	m	390
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POLISH, SEALERS, ETC.

Non-slip acrylic emulsion dressing as (SABS 1042) buffed after each coat on vinyl sheeting

43	Ditto to bump rail not exceeding 300 mm girth	m	390
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[illegible]

[illegible]

Item No	Quantity	Rate	Amount R
<u>SECTION NO. 5</u>			
<u>BILL NO. 1</u>			
<u>EXTERNAL PLUMBING</u>			
NOTE : DIRECT DOMESTIC SUBCONTRACT AGREEMENTS			
The following trades are for works to be executed by firms in the Eastern Cape department of health panel of contractors which was compiled from bids SCMU 16/17-O190 and SCMU 16/17-0026 where applicable. These contractors shall be the main contractors direct domestic subcontractors and the main contractor shall enter into recognised domestic subcontract agreements with such contractors and furnish the Employer with signed copies thereof. The contracts shall not have back to back agreements relating to payment (pay when paid clauses) nor shall they seek to defeat the objectives of socio economic delivery envisaged by the Employer. The contractor will call for at least five (5) quotations from the pool of contractors in the bids identified herein. The submitted quotations will be evaluated in accordance to ECDOH standards			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>PREAMBLES</u>			
For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles			
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"Polycop" polypropylene pipes

Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated.

Pipes shall be firmly fixed to walls, etc. with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions.

All pipe diameters are nominal external.

"Polylink" polypropylene pipes

Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints.

Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured.

Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers.

Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers.

Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same.

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions.

All pipe diameters are nominal external.

Concrete pipes

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings.

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uPVC pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.

Soil, waste and vent pipes and fittings shall be solvent weld jointed.

uPVC pressure pipes and fittings

Pipes for water supply shall be of the class stated.

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push in type joints.

Copper pipes

Pipes shall be hard drawn and half hard pipes of the class stated. Class O (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half hard), class 2 (half hard) and Class 3 (heavy walled half hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.

Lead pipes and traps

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel.

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Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameter not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained.

Wire gratings

Descriptions of gutter outlets, etc. shall be deemed to include wire balloon gratings.

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc. shall be finished smooth with plaster.

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling.

"Soft rock" and "hard rock" shall be as defined in "Earthworks".

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Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium pressure pipelines
LD : Sewers
LE : Stormwater drainage

Pipe trenches etc. shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5. and 7 of SABS 1200 DB : Earthworks (Pipe trenches). Pipes shall be bedded in accordance with clause 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LG : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary.

Stainless steel basins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

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"Densyl" petrolatum anti corrosion tape as manufactured by Denso SA (Pty) Ltd

Prices for wrapping of pipes shall include for all work as described to couplings in the length.

User note:
Dependent on soil or environmental conditions laps may require to be increased to a maximum of 55% (which results in a double layer)

SOIL DRAINAGE

Demolitions

1	Excavate for and cut into existing 150mm drain for new 110mm PVC drain including all necessary fittings and backfill and compact with material obtained from excavations to 95% Mod AASTO density.	No	1
2	Excavate for and leave existing 150mm drain ready to be encased in concrete (concrete encasing elsewhere measured) and backfill and compact with material obtained from excavations to 95% Mod AASTO density.	m	3
<u>uPVC Class 34 drainpipes and fittings with spigot and socket joints with 0 ring seals complying with SABS791</u>			
3	110 mm Pipe vertically in ground (no excavation)	m	3
4	110 mm Pipe and laying in ground not exceeding 1m deep including excavating trench, granular sand bedding 150mm thick under, around and above pipe compacted in multiple layers not exceeding 150mm thick to 93% Mod AASHTO density and filling to ground level with G5 base course material complying with SABS 1200 ME compacted in multiple layers not exceeding 150mm thick to 95% modified AASHTO density	m	28
5	110mm Pipe and excavation exceeding 1000mm and not exceeding 2000mm deep.	m	10
<u>Extra over uPVC pipes for the following uPVC fittings</u>			
6	110mm 45° Bend	No	1
7	110mm 90° Bend	No	1

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Bhongweni Clinic Phase 1
Renovations & Extensions: Completion Contract

8	110mm Junction	No	1		
9	110mm Access junction	No	3		
10	110 mm Junction with cleaning eye and lid	No	2		
11	110 mm Gulley trap with hopper head	No	4		
<u>Sundries</u>					
12	Plain concrete 15MPa/19mm stone encasement 150mm thick round existing 150mm diameter horizontal pipe including additional excavation, formwork, etc.	m	3		
13	Plain concrete 15MPa/19mm stone encasement 150mm thick round 110mm diameter horizontal pipe including additional excavation, formwork, etc.	m	2		
14	Ditto but around 110mm bend	No	1		
15	ABC cast iron 45° type cleaning eye cover and frame and fix to top of 110mm uPVC pipe	No	3		
16	150 x 150 x 50mm Precast concrete i.e. marker block set flush in ground	No	3		
17	Cement concrete 15MPa/19mm stone apron size 450 x 450 x 100mm thick around cleaning eye cover and frame (elsewhere measured) and set to finish flush with paving or ground including excavation to formwork, etc.	No	3		
<u>Inspection chambers</u>					
18	Inspection chamber size internally 600 x 760 x exceeding 500 not exceeding 750mm deep to invert having 150mm thick plain concrete 20MPa/19mm stone bottom projecting 150mm beyond face of external walls all around 230mm brick sides in 1:3 cement mortar rendered internally in 1:3 cement plaster steel trowelled smooth 100mm thick plain concrete 20MPa/19mm stone cover slab rebated for and fitted with and including 450 x 600mm x 72kg cast iron manhole cover and frame type 8A including fine cement concrete benching in bottom around and including vitrified clay main and branch inlet channels including excavation, backfilling, formwork, holes through sides, etc.	No	3		
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<u>BILL NO 2</u> <u>EXTERNAL WORKS, ETC.</u> NOTE : SMME SUBCONTRACT AGREEMENTS The following trades are for works to be executed by SMME Subcontractors. These contractors shall be the main contractors direct domestic subcontractors and the main contractor shall enter into recognised domestic subcontract agreements with such contractors and furnish the Employer with signed copies thereof. The contracts shall not have back to back agreements relating to payment (pay when paid clauses) nor shall they seek to defeat the objectives of socio economic delivery envisaged by the Employer. The contractor will call for at least five (5) quotations from the pool of contractors in the bids identified herein. The submitted quotations will be evaluated in accordance to ECDOH standards. The standard forms of contract shall not be amended, reduced or revised <u>PREAMBLES</u> For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles <u>NOTE:</u> Prices for filling, etc., shall include for the costs of any compaction tests as required by the Representative/Agent. <u>Cost of tests</u> Descriptions of concrete items shall be deemed to include for all necessary testing of concrete components and trail mixes			
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EXTERNAL WORKS Bill No. 2 EXTERNAL WORKS			

The costs of making, storing and testing of concrete test cubes as required shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)

NOTE: Should the strength required for the concrete in anyportion of the structure not be attained in the test cubes, orshould any concrete whatsoever be defective the portion inquestion is to be demolished and replaced at the expense ofthe Contractor.

NOTE: Profit and Attendance allowance shall provide for all contemplated contra charges and or offset. No deductions to work done by SMME's shall be entertained whatsoever. It is a further material term of contract that the Employer reserves the right to pay SMMEs directly where the need arises. Such direct payments shall NOT create privity of contract

EXTERNAL WORKS

- | | |
|----|---|
| 24 | Provide the sum of R 1 800 000 (One Million Eight Hundred Thousand Rand) nett for the External works to be undertaken by SMME Contractors |
| 25 | Allow for Profit |
| 26 | Allow for Attendance |

Item

1 800 000.00

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	<u>SECTION NO. 6</u>			
	<u>BILL NO 1</u>			
	<u>PREFABRICATED BUILDINGS</u>			
	<u>PREAMBLES</u>			
	For preambles the tenderer is referred to the "Model Specification of Materials and Methods to be used for Department of Roads and Public Works projects" (PW371, Rev July 2013 Part A and B) as well as to the "Model Preambles for Trades", SANS 10400 and other equally applicable state supplementary preambles			
	<u>NOTE : DIRECT DOMESTIC SUBCONTRACT AGREEMENTS</u>			
	The following trades are for works to be executed by firms in the Eastern Cape department of health panel of contractors which was compiled from bids SCMU 16/17-O190 and SCMU 16/17-0026 where applicable. These contractors shall be the main contractors direct domestic subcontractors and the main contractor shall enter into recognised domestic subcontract agreements with such contractors and furnish the Employer with signed copies thereof. The contracts shall not have back to back agreements relating to payment (pay when paid clauses) nor shall they seek to defeat the objectives of socio economic delivery envisaged by the Employer. The contractor will call for at least five (5) quotations from the pool of contractors in the bids identified herein. The submitted quotations will be evaluated in accordance to ECDOH standards			
	<u>PREFABRICATED OFFICE BUILDINGS</u>			
	<u>Prefabricated buildings consisting of :STEEL CHASSIS Manufactured from lip channel, which has been washed, treated and painted at the factory against rust. Steel jacks that are adjustable up to 200mm welded to the chassis to allow the chassis to be levelled on site. The jacks to be placed on concrete blocks to create a stable foundation for the building, and steel steps fitted at the doors with and including concrete steps , rails and disability entry</u>			
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	DECANTING FACILITIES			
	Bill No. 1			
	DECANTING FACILITIES			

ramps. FLOORS 21mm plywood floors, treated against water damage and insects infestation on the steel chassis. Fitted with 4mm industrial vinyl sheeting PANELS manufactured using 0.6mm chromadeck on both sides, with a poly-urethane injected foam core. Sandwich panels 40mm thick in white colour with guarantee against wind, water and excessive heat penetration once assembled, complete with insulation qualities comparable to a double brick wall. Doors to be composed of similar described panels. All doors fitted inside aluminium door frames, with 3-lever mortice locks are fitted. Door stoppers, tagged keys, weather guards, door drips and cabin hooks to be standard. Each building to have a galvanised steel security door. Pitched roofs are standard on our buildings, built from, engineered and treated steel trusses and purlins. On top of the steel roof structure, full hard IBR sheets are fitted. To ensure that our buildings blend in with the existing structures on site, we also offer chromadeck roof sheets in a wide variety of colours. Harvey tiles may also be fitted. Below the roof sheets / tiles, we fit insulation as standard. ROOF Pitched roof composed of a single skinned chromadeck sheet on the one side, with an IBR roof sheet on the other with a poly-urethane core in-between complete on galvanised truss system with 6mm suspended ceilings n.e. 1200mm above ground level Gutters, downpipes, verandas and awnings fitted as including 4 x whirley birds and extractor fans per building ELECTRICAL INSTALLATION Fully equipped with all internal electrical fittings, including 3 phase distribution boards and circuit breakers, cables (run inside the walls), lights, light switches and plugs per building to suit the standard purpose of the building as per the governing building regulations. Only SABS approved material to be used, including allowances for the issue of a Certificate of Compliance is normally issued in respect of each building. PLUMBING SABS approved materials to be used, with each building fully kitted with a solar geysers, complete with all internal plumbing WINDOWS Aluminium windows with 6.8mm safety glass (obscure in the ablution) where applicable and burglar bars fitted as standard. Vertical or horizontal blinds to match the interior colour installed and insect screens fitted. Windows size (900mm x 1200mm being the standard) top opening, white etc in colour

1 Decommission 7 X 7m prefab structure and relocate to a new site not exceeding 150km from the current site

No

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Item No		Quantity	Rate	Amount R
<u>SECTION NO. 7</u>				
<u>BILL NO 1</u>				
<u>ELECTRICAL AND MECHANICAL INSTALLATIONS</u>				
<u>All materials must be sourced from Accredited South African manufacturers. The Contractor must submit proof of unavailability where this requirement cannot be fulfilled.</u>				
<u>GENERAL LIGHTING AND POWER</u>				
<u>CONDUIT</u>				
<u>All conduit and accessories to be uPVC when chased into brickwork or laid in concrete. All exposed conduits is to be plain ended galvanised conduit. Galvanized / PVC conduit including all accessories such as bends elbows and saddles. Making good of chasing will be by others.</u>				
<u>20MM Diam PVC</u>				
1	Supply	m	80	
2	Install	m	80	
<u>CONDUIT ACCESSORIES</u>				
<u>The supply and installation of drawboxes including locknuts, bushes, coverplates, fixing materials when required, Lightweight round, deep back or side entry for 20mm,dia conduit cast in concrete or roof space, average for 1,2,3 and 4 ways complete with suitable lid</u>				
3	Supply	No	4	
4	Install	No	4	
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ELECTRICAL AND MECHANICAL INSTALLATION Bill No. 1 GENERAL POWER AND LIGHTING				

Lightweight round shallow back or side entry type for 20mm dia conduit on surface in open roof space and built into wall averaged for 1,2,3 and 4 ways complete with suitable lid

5	Supply	No	4
6	Install	No	4

Galvanised 100 x 100 x 50 boxes for 20mm dia conduit built into brickwork or cast into concrete (coverplates measured elsewhere)

7	Supply	No	1
8	Install	No	1

CONDUCTORS

The supply and installation of PVC insulated copper conductors drawn into wireways including lugs and fixing [clips in the case of surfix]

1,5mm² PVC black & red

9	Supply	m	60
10	Install	m	60

2,5mm² PVC black & red

11	Supply	m	20
12	Install	m	20

2,5mm² PVC green/yellow earth wire

13	Supply	m	70
14	Install	m	70

LUMINAIRES

Supply, deliver, accept and store the following luminaries, complete with lamps and mounting brackets if required. All luminaries are to be as per the detailed specification (or approved equal).

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Bill No. 1
GENERAL POWER AND LIGHTING

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Type M - 2 x 19W decorative bulkhead luminaire with IP rating of 65. The bulkhead shall be round shaped. See lighting schedule in detailed specification for information

15	Supply	m	2
16	Install	m	2

SOCKETS

Supply, deliver, accept and store the following socket outlets, complete with 100mmx100mmx50mm OR 100mmx50mmx50mmgalvanized box where required, PVC covers screws and Labelling as specified including covers and surrounds, mounted to outlet boxes, power skirting, flushed floor ducting and / or ducting

16 Amp flush mounted Duo switched socket outlet

17	Supply	No	1
18	Install	No	1

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GENERAL POWER AND LIGHTING

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ELECTRICAL AND MECHANICAL INSTALLATION

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GENERAL POWER AND LIGHTING

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GENERAL POWER AND LIGHTING

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	<u>SECTION NO. 7</u>			
	<u>BILL NO 2</u>			
	<u>ELECTRICAL AND MECHANICAL INSTALLATIONS</u>			
	<u>All materials must be sourced from Accredited South African manufacturers. The Contractor must submit proof of unavailability where this requirement cannot be fulfilled.</u>			
	<u>SUNDRY ITEMS</u>			
19	Earthing and bonding of all installations (new and existing) to SABS 0142		SUM	
20	Testing of the complete electrical installation in terms of SABS 0142 and provision of Certificates of Compliance		SUM	
21	Allow for the marking up of prints for the production of "as installed" records by the Engineer.		SUM	
22	General Repairs and Renovations to existing electrical installations including cleaning and making good inside and outside		SUM	
	<u>Relamping of existing luminaires</u>			
23	Supply and install - Fluorescent tubes (1.2m)	No 24		
24	Supply and install - CFL lamps for bulkhead luminaires	No 6		
	<u>Lightning Protection</u>			
25	Lightning specialist contractor to check existing installation, repair and provide certificates		SUM	
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	ELECTRICAL AND MECHANICAL INSTALLATION			
	Bill No. 2			
	SUNDRY ITEMS			

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<u>SECTION NO. 7</u>				
<u>BILL NO 3</u>				
<u>ELECTRICAL AND MECHANICAL INSTALLATIONS</u>				
<u>ATTENDANCE ON SUBCONTRACTOR AND RELATED COSTS</u>				
26	Allow for entering into and subcontracting complete and submission of a duly signed Contractor / Nominated Subcontractor agreement for the Electrical and Mechanical works with and including an allowance for all preliminaries and general items related thereto	No	1	
27	Allow for attendance		SUM	
28	Allow for profit		SUM	
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ELECTRICAL AND MECHANICAL INSTALLATION Bill No. 3 ATTENDANCE				

**Bhongweni Clinic Phase 1
Renovations & Extensions: Completion Contract**

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	ELECTRICAL AND MECHANICAL INSTALLATION	104	
	SUB TOTAL		R
	Allow the sum of R 500 000 (Five Hundred Thousand) for Contingencies to be used or deducted in full at the Principal Agent's discretion.		R 500 000.00
	SUB TOTAL		R
	<u>PLUS:</u> 15% V.A.T.		R
	TOTAL CARRIED TO FORM OF TENDER		R

PART C3

SCOPE OF WORKS

C3 SCOPE OF WORK

C3 Scope of Work

Bid Description:	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
Tender No:	SCMU3-23/24-0434-HO

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS:

1. The works entail the Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract.

NOTE: Compulsory subcontracting is applicable to this contract. The Contractor must therefore as a material term of contract enter into subcontract agreements with SMME contractors who are listed in a list made available by the Department of Health at tender and or as instructed by the Project Social Facilitator and Principal Agent in writing. The Contractor is obliged as an additional term of contract to issue the Department of Health with copies of such contracts with and including monthly proof of payment to the SMME contractors. 30 PERCENT OF THE VALUE OF THE CONTRACT EXCLUDING VAT AND Contingency ALLOWANCES MUST BE ALLOCATED TO SMME's. Further, Contractor permits the Department of Health to conduct impromptu audits of the site or the contractors' financial statements and records to confirm compliance with this requirement. Failure to comply which inter alia includes fronting or window dressing will result in the Department of Health taking legal action against the contractors and or lawfully and legally withholding interim payment certificates and or payment. By submitting a bid, the tenderer accepts these conditions without qualification

- The scope of works comprises of the completion and making good of works and defects from a previous contract.
 - The works are phased as the clinic is to remain fully operation during the construction period.
 - Phases and scope of works are defined in the phasing diagram MDA290A-204 Phasing Layout.
 - As this is not a sectional completion contract, the completion of each phase is to be inspected and signed off by the professional team as well as the client prior to the handover of the clinic for occupation of the area.
2. GENERAL
 - Site establishment
 - Making good of defects and completion of works
 - Installation of signage
 - Health and Safety compliance fittings and installations
 3. PHASE 1 – SMME Packages
 - Making good of 3 x prefabricated units, including temporary external plumbing fittings, electrical and mechanical installations
 - Restoration of temporary public ablution services and structure
 - Restoration of temporary external covered waiting area

- Installation of 10 000 litre elevated tank and accessories complete

4. PHASE 2

- Clinic to move/decant temporarily into prefab accommodation, completed in Ph1
- Completion of snags and outstanding work identified and embraces the following:
 - Remedial work and repairs to floor and wall finishes
 - Installation of ironmongery
 - Fitment of sanware and fittings
 - Making good to existing installations and finishes
 - Installation of external finishes (i.e. astro turf)

5. PHASE 3

- Clinic to move into completed phase I of the building
- Dismantle and remove 3 x prefab accommodation, to be handed back to client for relocation elsewhere, by the client
- Remove and decommission temporary structures and services
- Civil and site works to be completed
- Procure and install new elevated water tank
- Completion of the balance of main clinic building works not completed in phase 2 of the works

6 SPECIALIST SERVICES

- Specialist sub-contracts will be required for the following:
 - Electrical installation including standby generator.
 - Access control.
 - Fire detection.
 - HVAC installation.
 - I.T. reticulation & security infrastructure
 - Floor finishes

C3.2 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 6h30 till 16h00 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.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval.
- Dust emanating from the work site must be controlled at all times.

C3.3 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times

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

C3.4 ACCESS AND SITE ESTABLISHMENT

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

C3.5 ACCEPTANCE OF TENDERS

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

C3.6 MINIMUM WAGE

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

C3.7 TEMPORARY WORKS

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

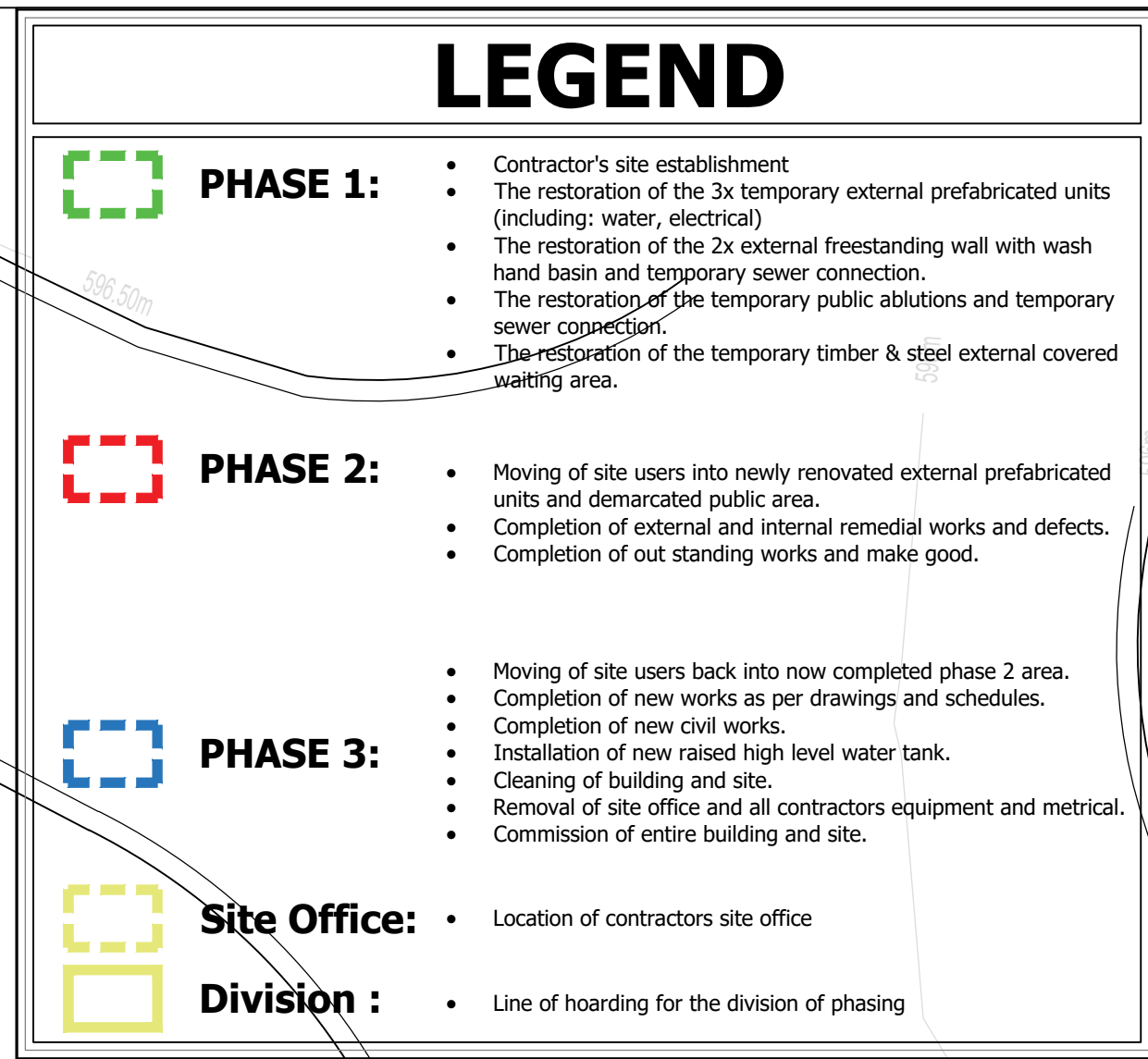
C3.8 EMPLOYER'S DESIGN

N/A

C3.9 DESIGN BRIEF

N/A

C3.10 DRAWINGS



GENERAL NOTES:

All dimensions and levels are to be checked on site by the Contractor and discrepancies must be reported to the Architect before any work commences.

This drawing is to be read in conjunction with all the other drawings including those of the Consultants and/or Bill of Materials and/or specification issued for the project.

Scaled dimensions are not to be used for construction. Should there be any discrepancies or lack of dimensions, the Architects are to be contacted for clarification.

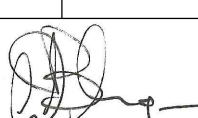
Only drawings numbered 200 and upwards and showing latest revisions are to be used for construction. All previously issued drawings are to be destroyed.

The Architect reserve the copyright on this drawing.

This drawing is only to be used for the project and site for which it was prepared.

No setting out is to commence before the positions of the boundary pegs have been verified

Sewer connections to comply with municipal regulations by a Land Surveyor

No	AMENDMENTS	DATE
0	ISSUED TO QS FOR TENDER DOC	28 August 2023
SURVEYED	NA	
DRAWN	WDB	JULY 2023
DESIGNED	WDB	JULY 2023
CHECKED	DBA	JULY 2023
APPROVED	PR REGISTRATION NO. 3128	

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BHISHO, 5605
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www.ehealth.gov.za

PROJECT TITLE

ERF 579
BHONGWENI CLINIC
(COOKHOUSE)

DRAWING TITLE

SITE & PHASING PLAN

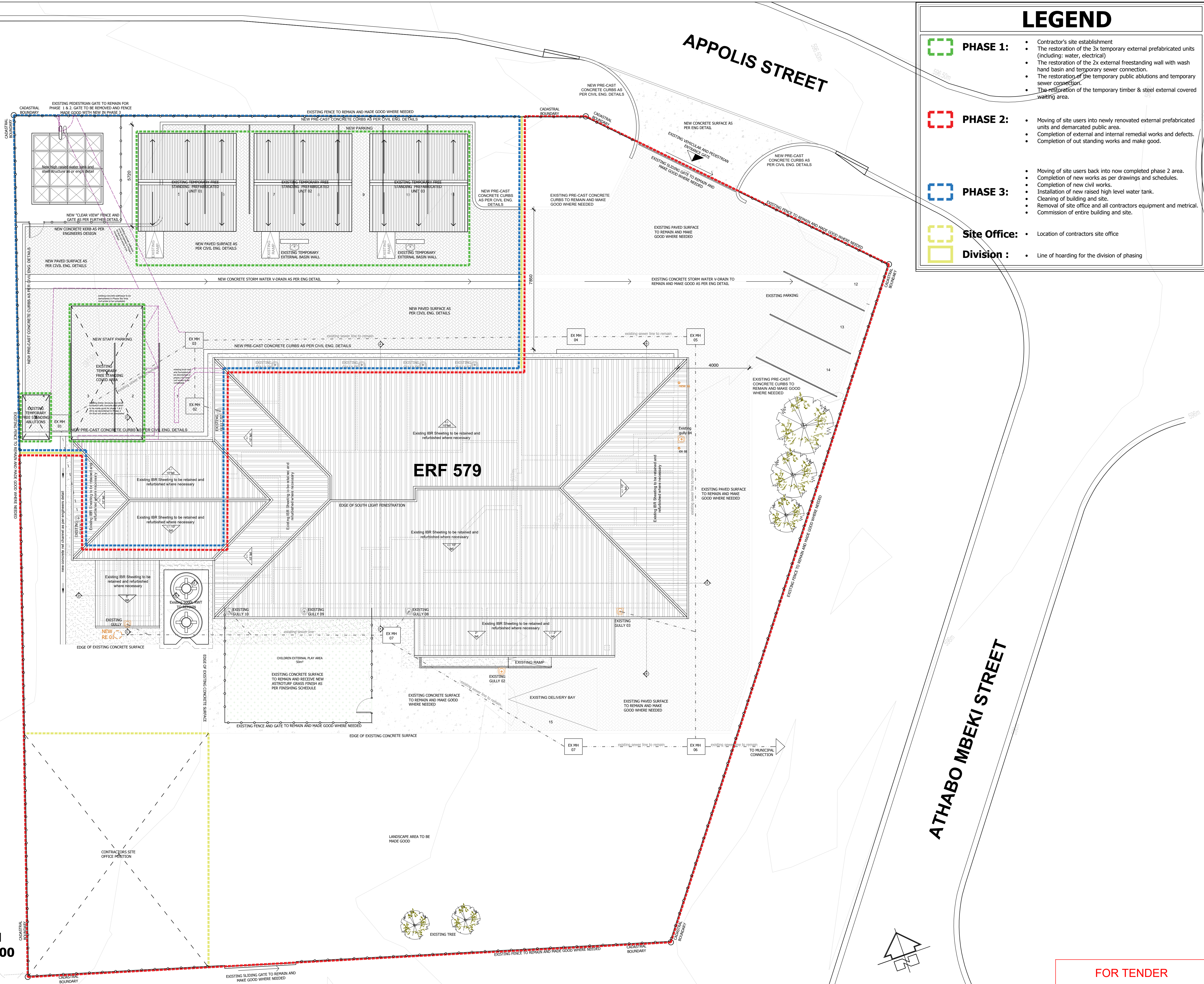
DATE ISSUED: 28 August 2023

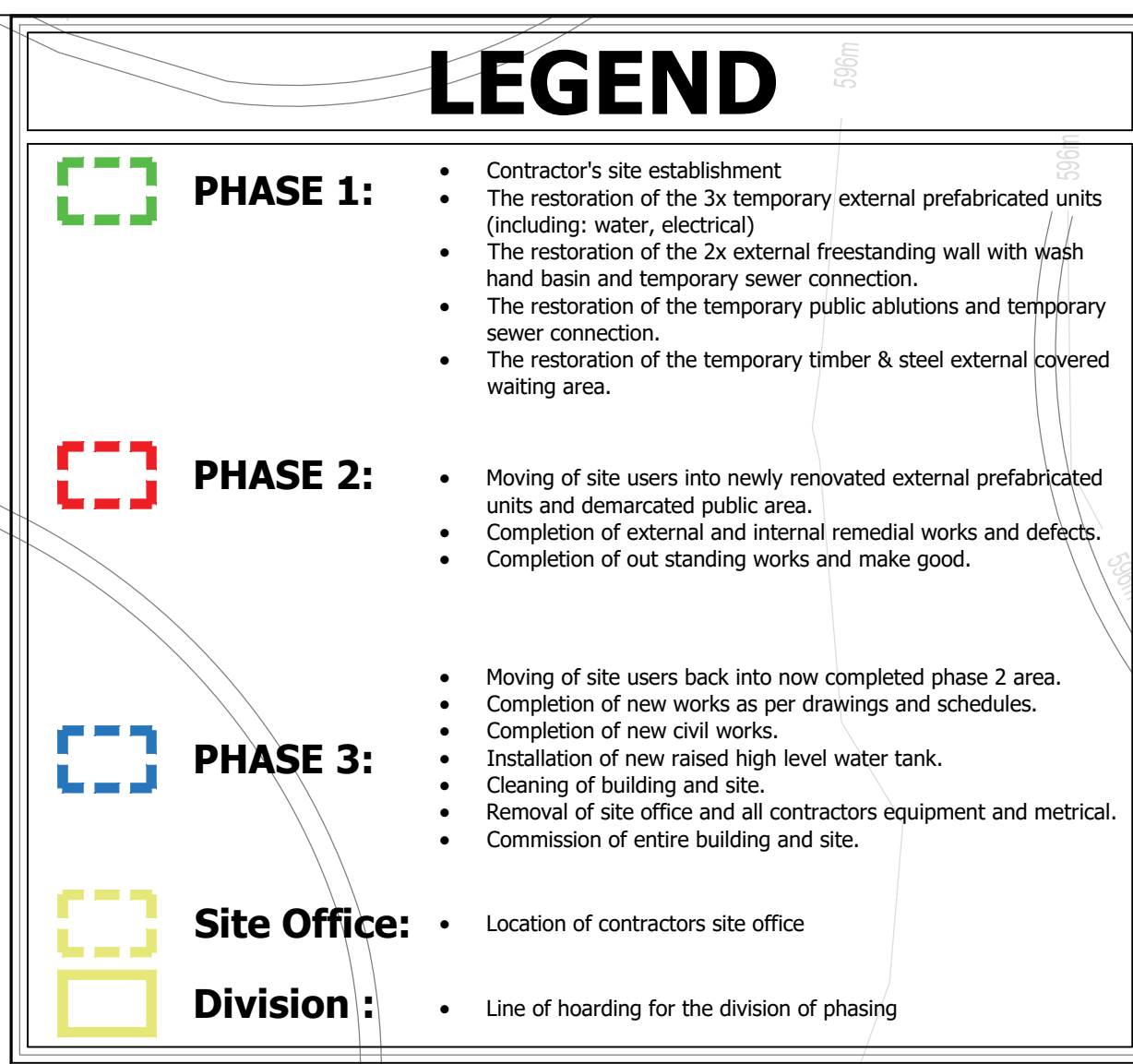
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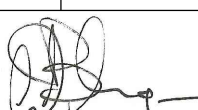
MDA290A-200

FOR TENDER

**SITE PLAN
SCALE 1:100**





No	AMENDMENTS	DATE
0	ISSUED TO QS FOR TENDER DOC	28 August 2023
SURVEYED	NA	
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APPROVED	PR REGISTRATION NO. 3128	

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PROJECT TITLE	ERF 579 BHONGWENI CLINIC (COOKHOUSE)
DRAWING TITLE	FLOOR PLAN

DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 02	A1
DRAWING No.		REVISION
MDA290A-201		-

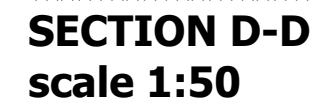
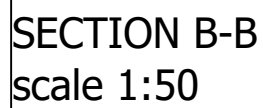
[illegible][illegible]

A-13 - Existing Staff Chambers 01 • Provide 01 lockers for the replacement with existing lockers.	A-20 - New Female & Menial Attolators • To provide female and male existing • As per attached
A-14 - Existing Staff Attolators 01 • To replace existing staff attolators with treated glass.	A-21 - New Attolators Lobby • As per attached
A-15 - Existing Staff Kitchen • The existing kitchen of attolators replacement with new Attolators kitchen to be added for kitchen for attolators for staff. • To provide new kitchen for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached) • To provide new kitchen for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached) • To provide new kitchen for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	A-22 - New Male Attolators • As per attached
A-16 - Existing Staff Attolator 02 • To replace existing staff attolators with treated glass.	A-23 - New External Waiting Area • To provide external waiting area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-17 - New HCR/SC Staff Waiting • To provide new HCR/SC staff waiting area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	A-24 - New Male Attolators • To provide new male attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-18 - New Staffs Toilet 01 • Provide 01 HCR/SC to be replaced with treated glass.	A-25 - New Hospital Refuse Room • To provide new refuse room for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-19 - New Wash Rooms • As per attached	A-26 - New General Refuse Room • To provide new refuse room for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-20 - New Reception • To provide new reception for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	A-27 - New General Refuse Room • To provide new refuse room for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-21 - New Activities • To provide new activities for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	A-28 - New General Refuse Room • To provide new refuse room for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-22 - New Pharmacy • To provide new pharmacy for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	Children's Play Area • To provide new children's play area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-23 - New Dispensary • To provide new dispensary for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	Children's Play Area • To provide new children's play area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)
A-24 - New Pharmacy Waiting Area • To provide new pharmacy waiting area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)	Children's Play Area • To provide new children's play area for attolators and to be replaced with 01 built up wall, 01 dining and 01 kitchen. (As per attached)

[illegible]

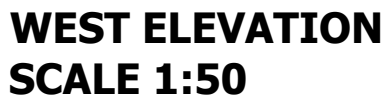
Room Names	
A-01 - Existing Chronic Consulting Room	• Scope of work as per drawings and schedules.
A-03 - Existing Chronic Sub Area	• Scope of work as per drawings and schedules.
A-04 - New Store	• Scope of work as per drawings and schedules.
External	• New overhead water tank as per civil and structural engineers

FOR TENDER



MDA290A-202	-
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FOR TENDER



No	AMENDMENTS	DATE
0	ISSUED TO QS FOR TENDER DOC	28 August 2023
SURVEYED	NA	
DRAWN	WDB	JULY 2023
DESIGNED	WDB	JULY 2023
CHECKED	DBA	JULY 2023
APPROVED	PR REGISTRATION NO. 3128	

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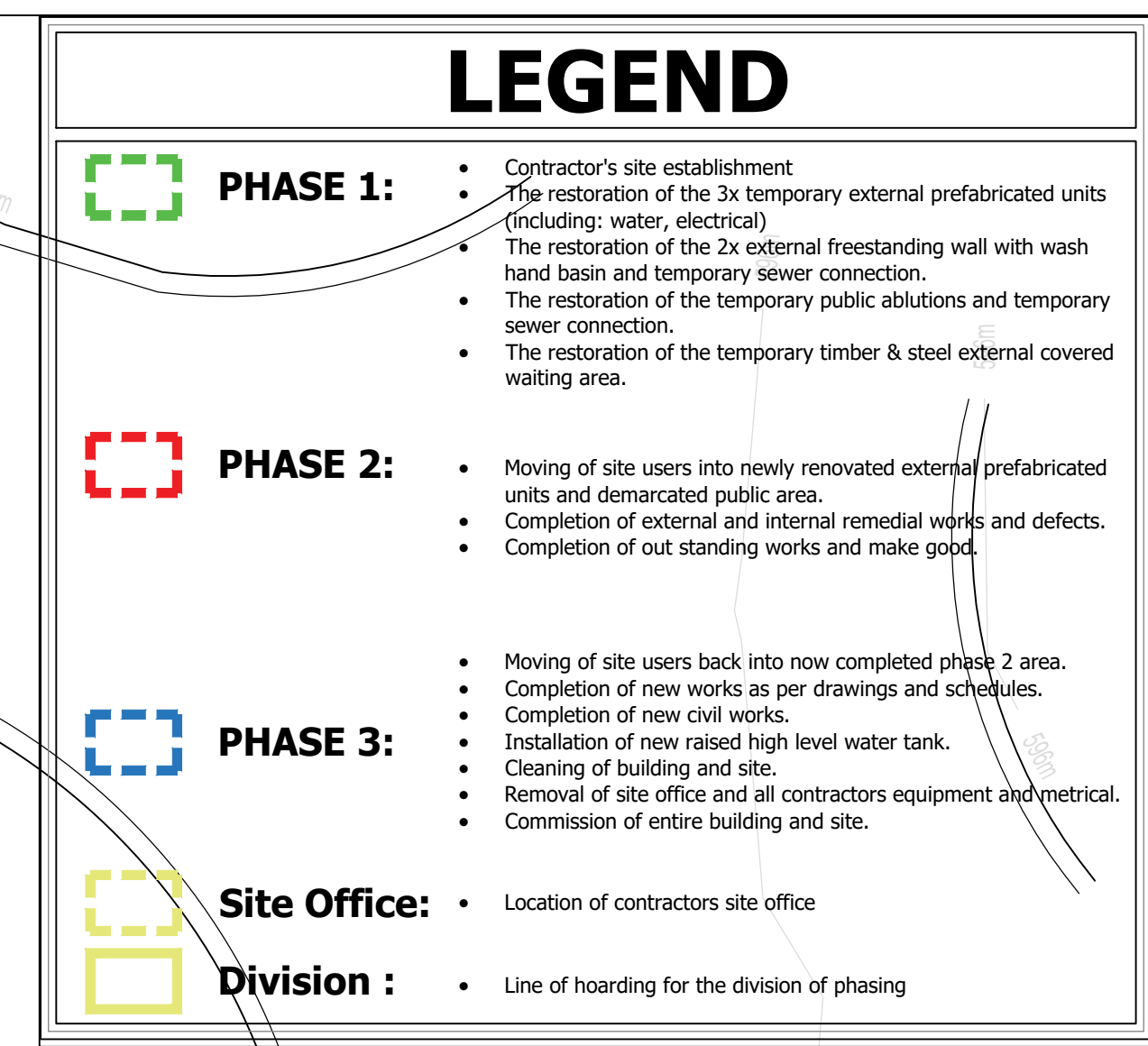
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PROJECT TITLE	
ERF 579 BHONGWENI CLINIC (COOKHOUSE)	
DRAWING TITLE	
ELEVATIONS	

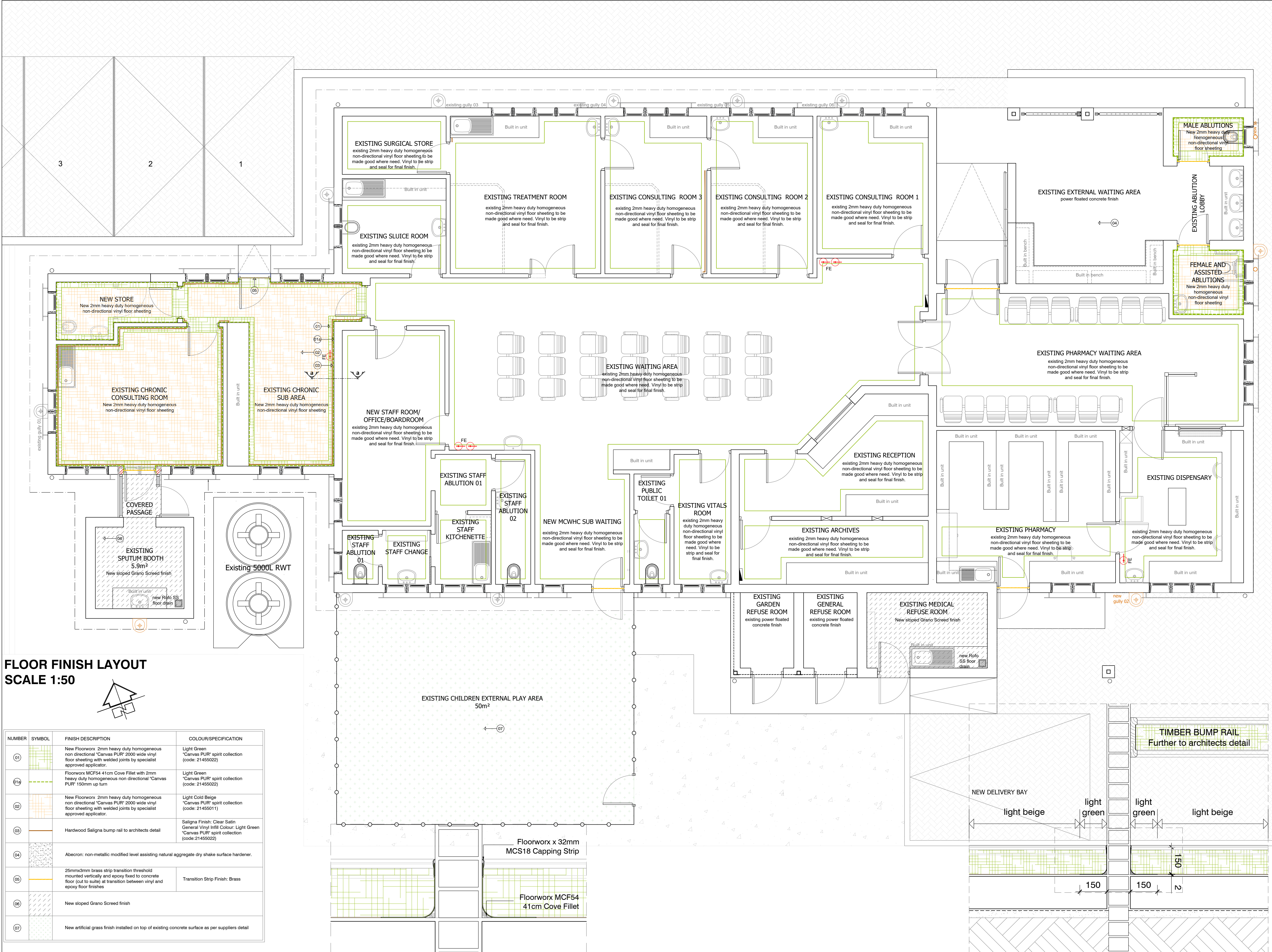
DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 04	A1
DRAWING No.		REVISION
MDA290A-203		-

FOR TENDER



FOR TENDER

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No	AMENDMENTS	DATE
0	ISSUED TO QS FOR TENDER DOC	28 August 2023
SURVEYED	NA	
DRAWN	WDB	JULY 2023
DESIGNED	WDB	JULY 2023
CHECKED	DBA	JULY 2023
APPROVED	PR REGISTRATION NO. 3128	
ARCHITECT		
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PROJECT TITLE		
ERF 579 BHONGWENI CLINIC (COOKHOUSE)		
DRAWING TITLE		
PHASING DIAGRAM		
DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 05	A1
DRAWING No.	REVISION	
MDA290A-204	-	



FLOOR FINISH LAYOUT
SCALE 1:50

NUMBER	SYMBOL	FINISH DESCRIPTION	COLOUR/SPECIFICATION
01		New Floorwax 2mm heavy duty homogeneous non directional 'Canvas PUR' spirit collection by specialist approved applicator.	Light Green 'Canvas PUR' spirit collection (code: 21455022)
019		Floorwax MCF54 41cm Cove Fillet with 2mm heavy duty homogeneous non directional 'Canvas PUR' spirit collection by specialist approved applicator.	Light Green 'Canvas PUR' spirit collection (code: 21455022)
02		New Floorwax 2mm heavy duty homogeneous non directional 'Canvas PUR' spirit collection by specialist approved applicator.	Light Cold Beige 'Canvas PUR' spirit collection (code: 21455011)
03		Hardwood Saligna bump rail to architects detail	Saligna Finish: Clear Satin General Vinyl Infill Colour: Light Green 'Canvas PUR' spirit collection (code: 21455022)
04		Abecron: non-metallic modified level assisting natural aggregate dry shake surface hardener.	
05		25mm/3mm brass strip transition threshold mounted vertically and epoxy fixed to concrete floor (cut to suite) at transition between vinyl and epoxy floor finishes	Transition Strip Finish: Brass
06		New sloped Grano Screed finish	
07		New artificial grass finish installed on top of existing concrete surface as per suppliers detail	

COVE SKIRTING DETAIL
Scale 1:5

SECTION a-a
Scale 1:10

FOR CONSTRUCTION

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Sewer connections to comply with municipal regulations by a Land Surveyor

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DRAWN	IOI	JULY 2023
DESIGNED	DBA	JULY 2023
CHECKED	DBA	JULY 2023
APPROVED	PR REGISTRATION NO. 3128	

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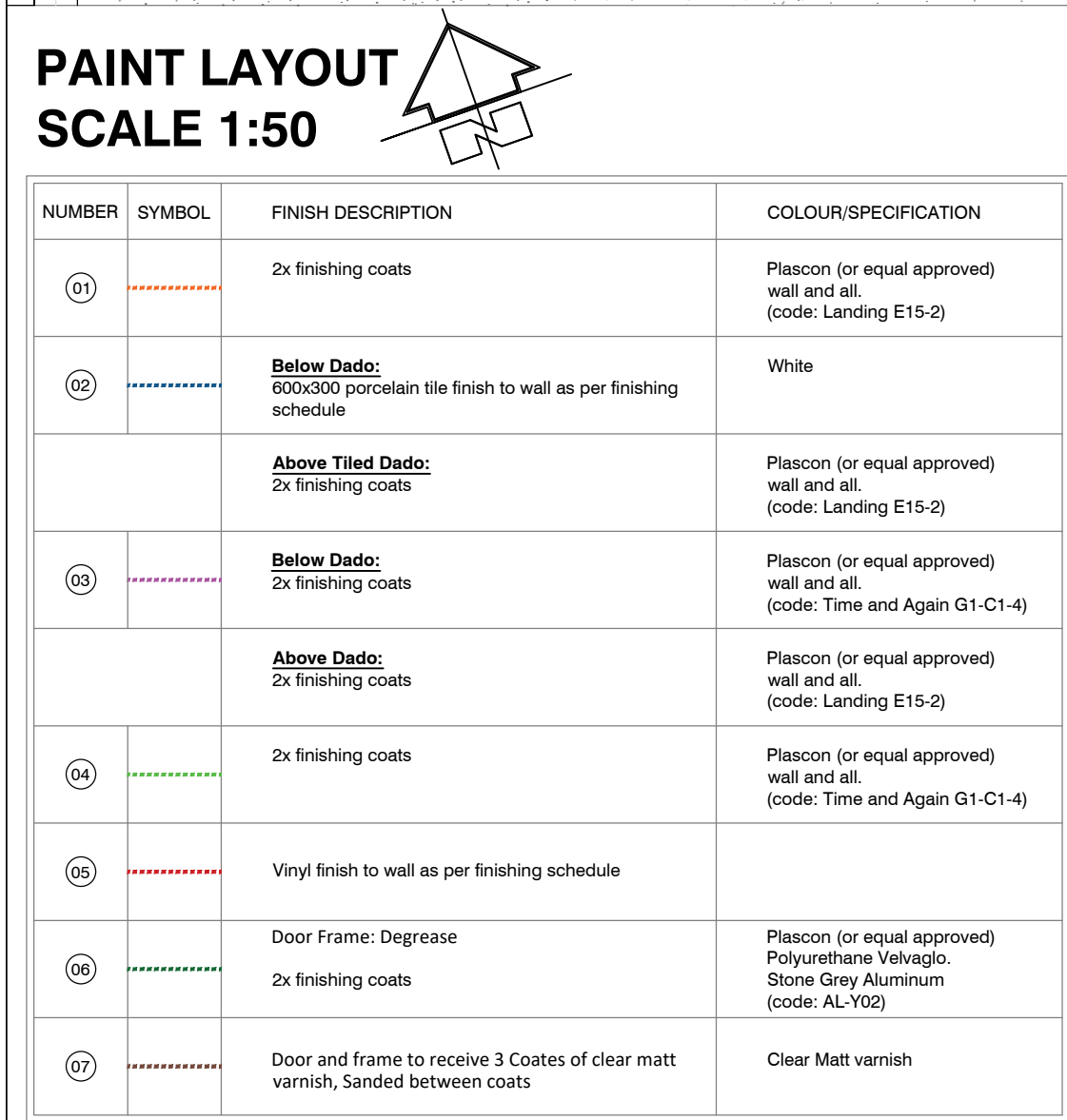
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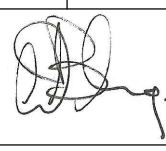
**ERF 579
BHONGWENI CLINIC
(COOKHOUSE)**

DRAWING TITLE

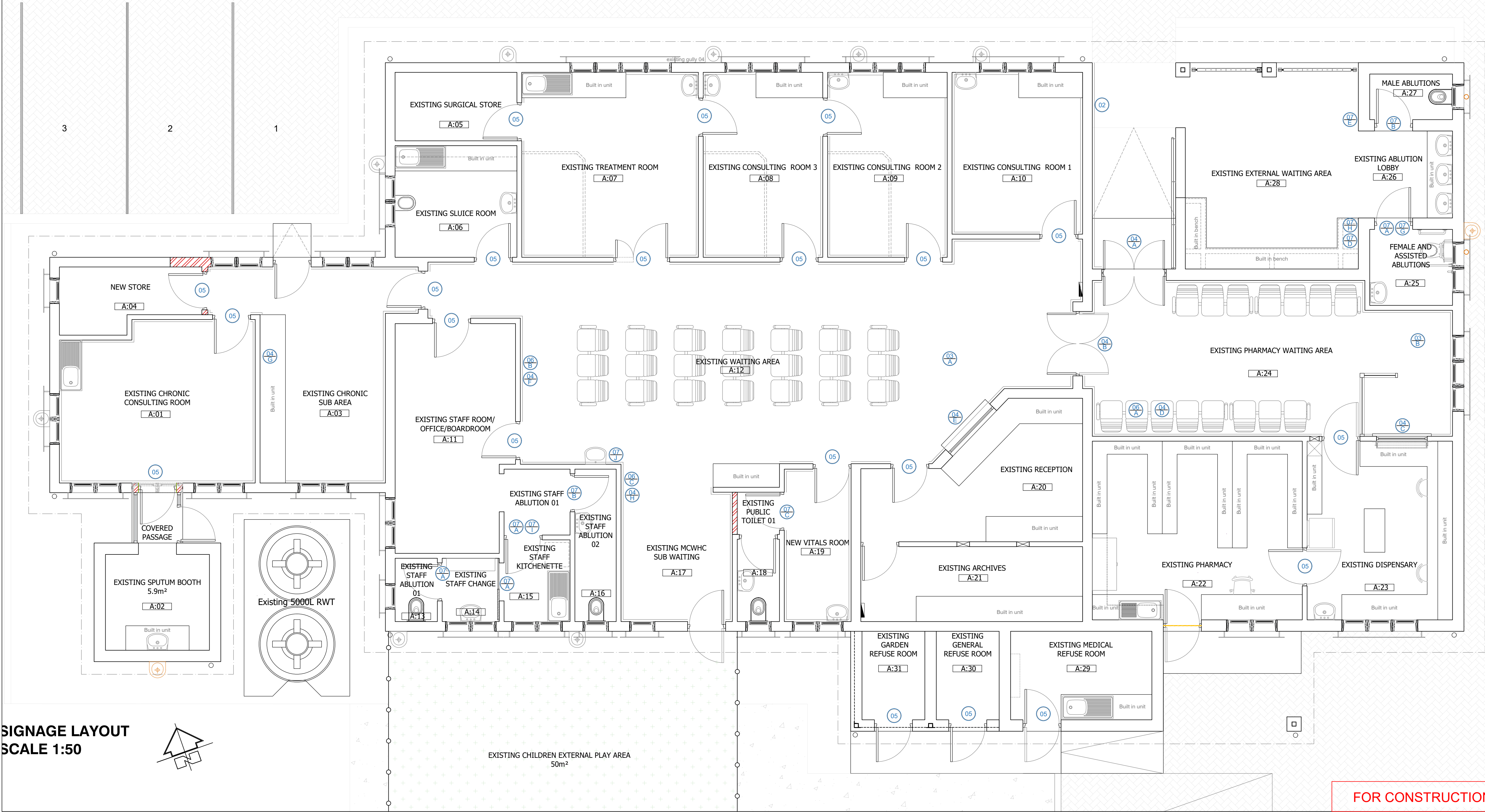
VINYL LAYOUT

DATE ISSUED:	28 August 2023	SHEET SIZE	A1
SCALE	SHEET SET	REVISION	-
AS SHOWN	SHEET 06		
DRAWING No.	MDA290A-204		



GENERAL NOTES: All dimensions and levels are to be checked on site by the Contractor and discrepancies must be reported to the Architect before any work commences. This drawing is to be read in conjunction with all the other drawings including those of the Consultants and/or Bill of Materials and or specification issued for. Scaled dimensions are not to be used for construction. Should there be any discrepancies or lack of dimensions, the Architects are to be contacted for clarification. Only drawings numbered 200 and upwards and showing latest revisions are to be used for construction. All previously issued drawings are to be destroyed. The Architect reserve the copyright on this drawing. This drawing is only to be used for the project and site for which it was prepared. No setting out is to commence before the positions of the boundary pegs have been verified Sewer connections to comply with municipal regulations by a Land Surveyor		
No	AMENDMENTS	DATE
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0	ISSUED FOR CONSTRUCTION	
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DRAWN	IOI	JULY 2023
DESIGNED	DBA	JULY 2023
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APPROVED	PR REGISTRATION NO. 3128	
ARCHITECT		
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 PROVINCE OF THE EASTERN CAPE DEPARTMENT OF HEALTH Independence Avenue Dukumbana Building BHISHO, 5605 SOUTH AFRICA Private Bag X0038, BHISHO, 5605 Tel: +27 (0)40 608 1114 www.echealth.gov.za		
PROJECT TITLE		
ERF 579 BHONGWENI CLINIC (COOKHOUSE)		
DRAWING TITLE		
PAINT LAYOUT		
DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 07	A1
DRAWING No.		REVISION
MDA290A-206		-

SIGN ID	SIGN	DESCRIPTION	Quantity
01	PEDESTRIAN ENTRANCE SIGN	630mm x 1905mm White Chromadek Sheet sign with the following mounted: 2mm thick Natural anodized aluminum backing plate mounted on sheet. Backing plate to be prepared, primed and painted in A approved product finish applied strictly in accordance with manufacture's specifications. Chromadek Sheetling to be mounted to frame with M8 Rawl Bolt. Frame to be 50mm x 25mm GMS square tube all around with 25mm GMS square tube support frame inside. Frame to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Frame to be mounted to 2x GMS square tube post with M8 Rawl Bolt. Post to be 50mm x 50mm x 1.6mm x 3.6m high. Routed to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Post to be mounted on base plate with chemical anchor fixing to mass concrete base each as per detail.	01
02	ENTRANCE DOOR SIGN	420mm x 1063mm x 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Sign board to be mounted to frame with M8 Rawl Bolt. Frame to be 50mm x 25mm GMS square tube all around with 25mm GMS square tube support frame inside. Frame to be prepared, primed and painted BLACK approved product finished applied strictly in accordance with manufacture's specifications. Frame to be back-end mounted to wall with RS PRO Nylon Frame Fixings.	01
03	INFORMATION HANGING SIGN	480mm x 150mm x 2mm thick Natural anodized aluminum sheet double sided signage board with green, yellow and black vinyl lettering. Sign to be top hung with S/S Jock Chain to under side of ceiling.	02
04	ABOVE DOOR NAMES	640mm x 200mm x 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to wall with RS PRO Nylon Frame Fixings.	06
05	DOOR MOUNTED SIGN	295mm x 35mm x 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to door with S/S screws.	22
06	INFORMATION DIRECTIONAL SIGN	640mm x 132mm (Single) & 328mm (Quadrangle) 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to wall with RS PRO Nylon Frame Fixings.	03
07	ABLUTIONS / KITCHEN SIGN	150mm x 150mm X 2mm thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering. Back-end mounted to door with S/S screws.	13
-	-	NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations	-
FIRE & SAFETY SIGNAGE NOTE			
Refer to Engineer's Fire Plans for Fire and Safety signage			



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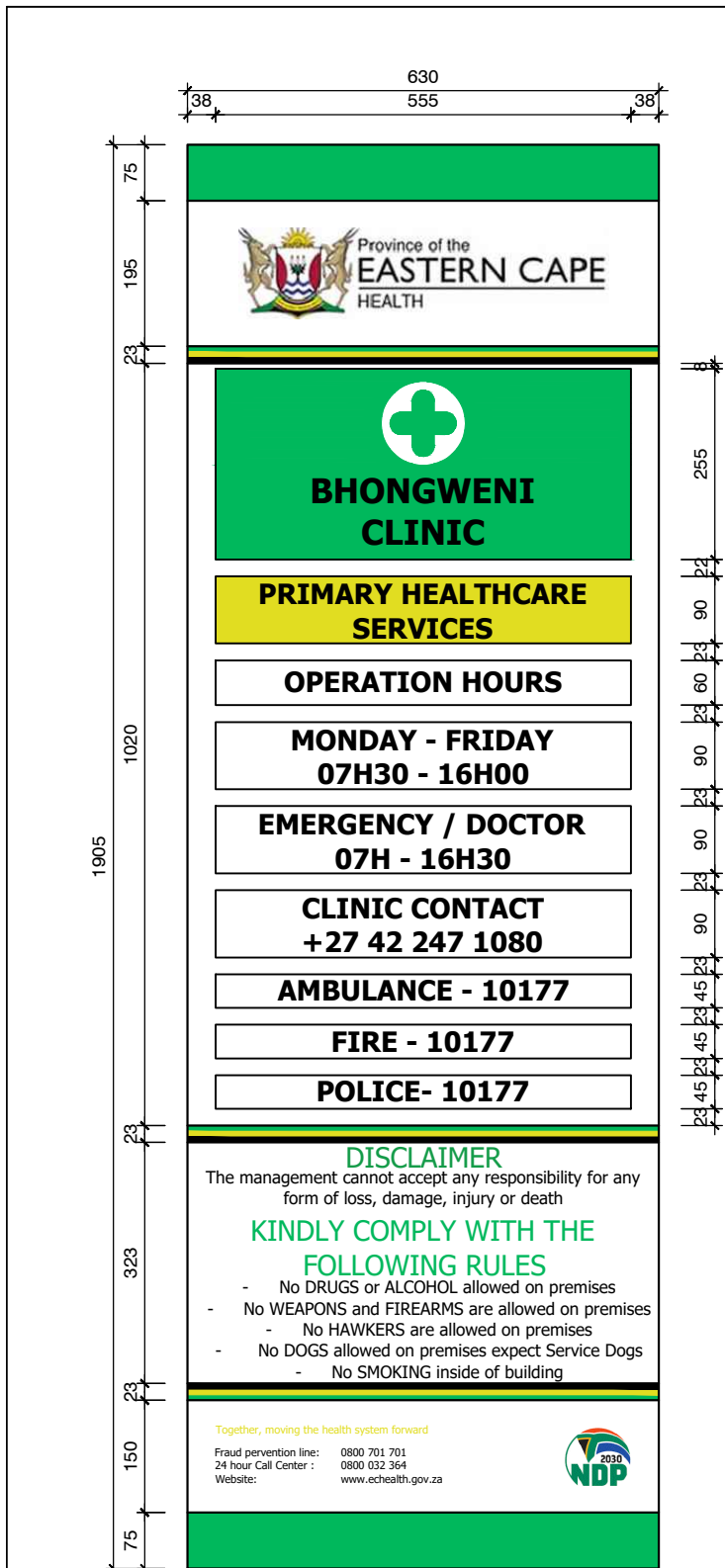
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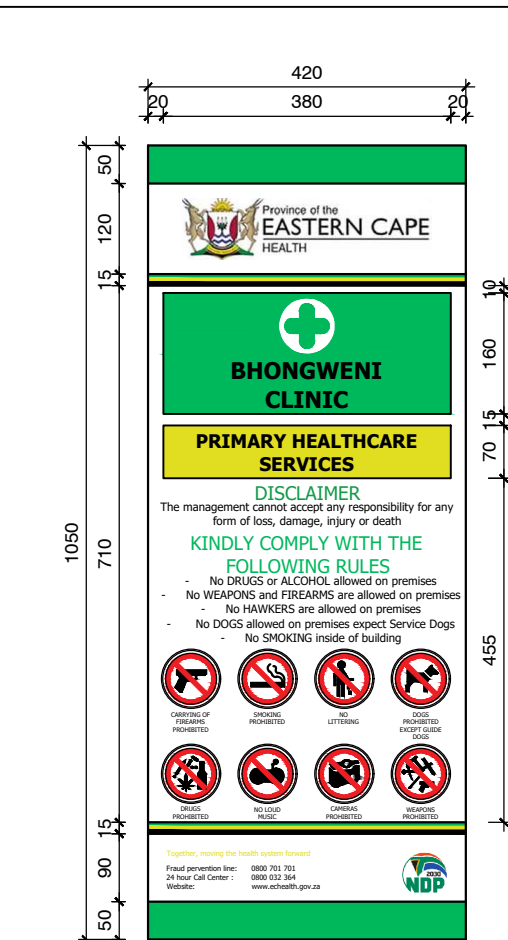
PROJECT TITLE		
ERF 579 BHONGWENI CLINIC (COOKHOUSE)		
DRAWING TITLE		
SIGNAGE LAYOUT		
DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 08	A1
DRAWING NO.	MDA290A-207	
REVISION	-	



Sign Name	Pedestrian Entrance Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

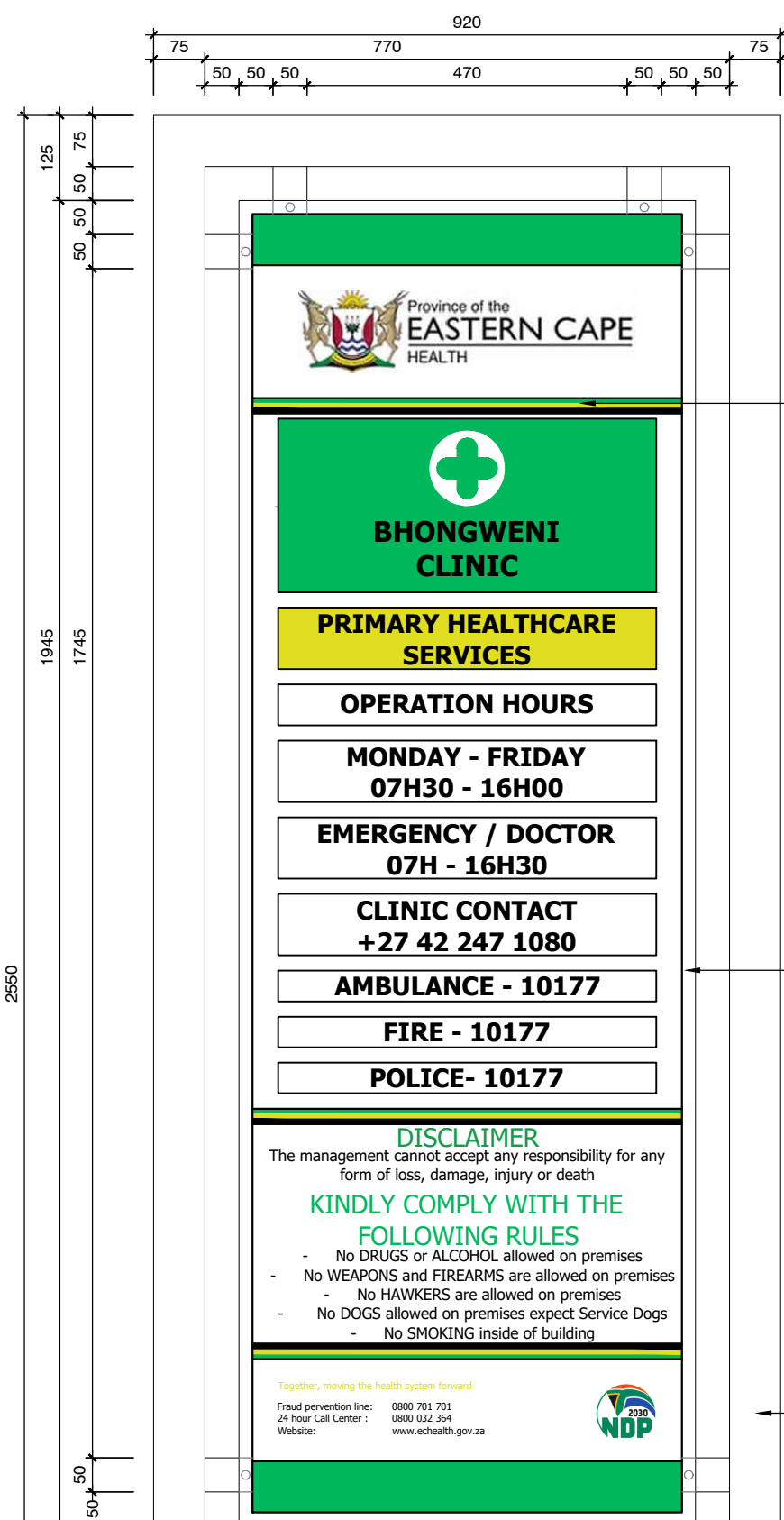
SIGNAGE 01- Pedestrian Entrance Sign
SCALE 1:10



Sign Name	Entrance Door Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

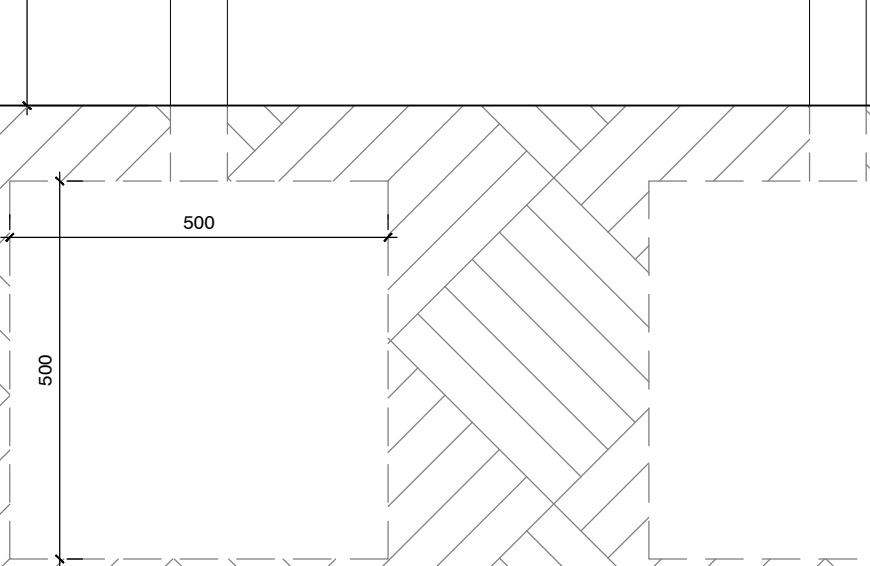
SIGNAGE 02- Entrance Door Sign
SCALE 1:10



Sign Name	Information Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

SIGNAGE 03- Top Hang Information Sign
SCALE 1:5

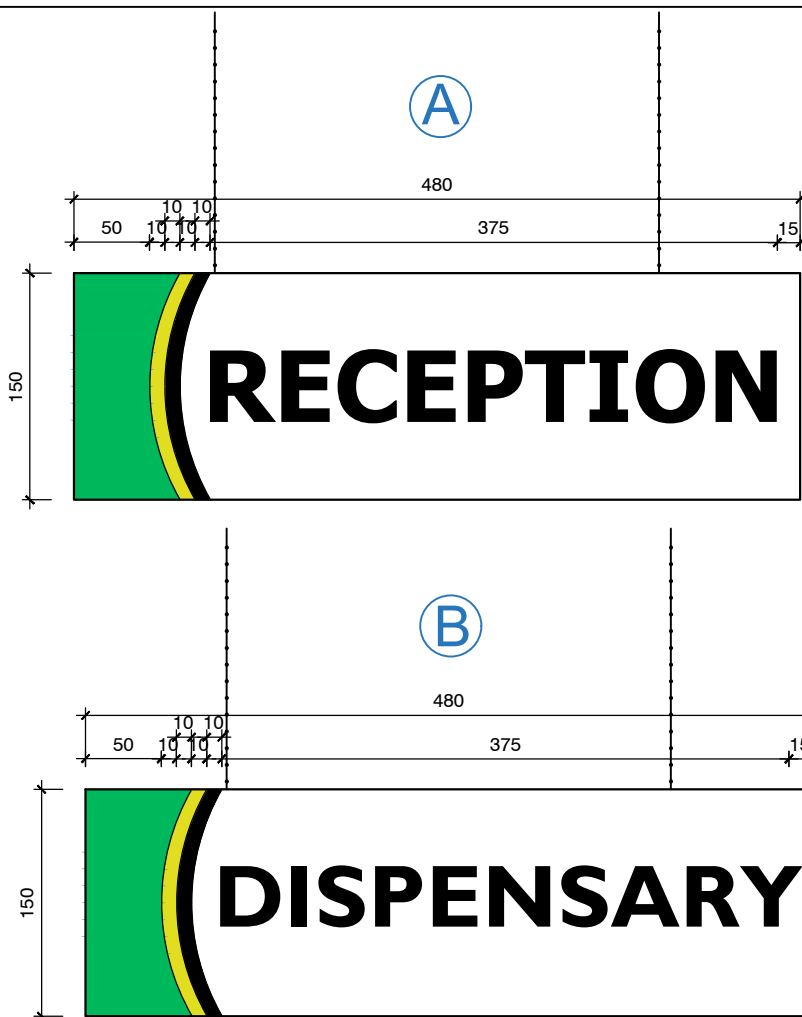


Sign Name	Above Door Name
Width & Height	480mm x 200mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

SIGNAGE 04- Above Door Name
SCALE 1:5

SIGNAGE 01- Pedestrian Entrance Sign Mounting detail
SCALE 1:10



Sign Name	Door Mounted Sign
Width & Height	150mm x 150mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

SIGNAGE 05- Door Mounted Signs
SCALE 1:5



Sign Name	Information Direction Sign
Width & Height	480mm x 130mm (Single) or 240mm (Double) or 180mm (Triple) or 120mm (Quadruple)
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

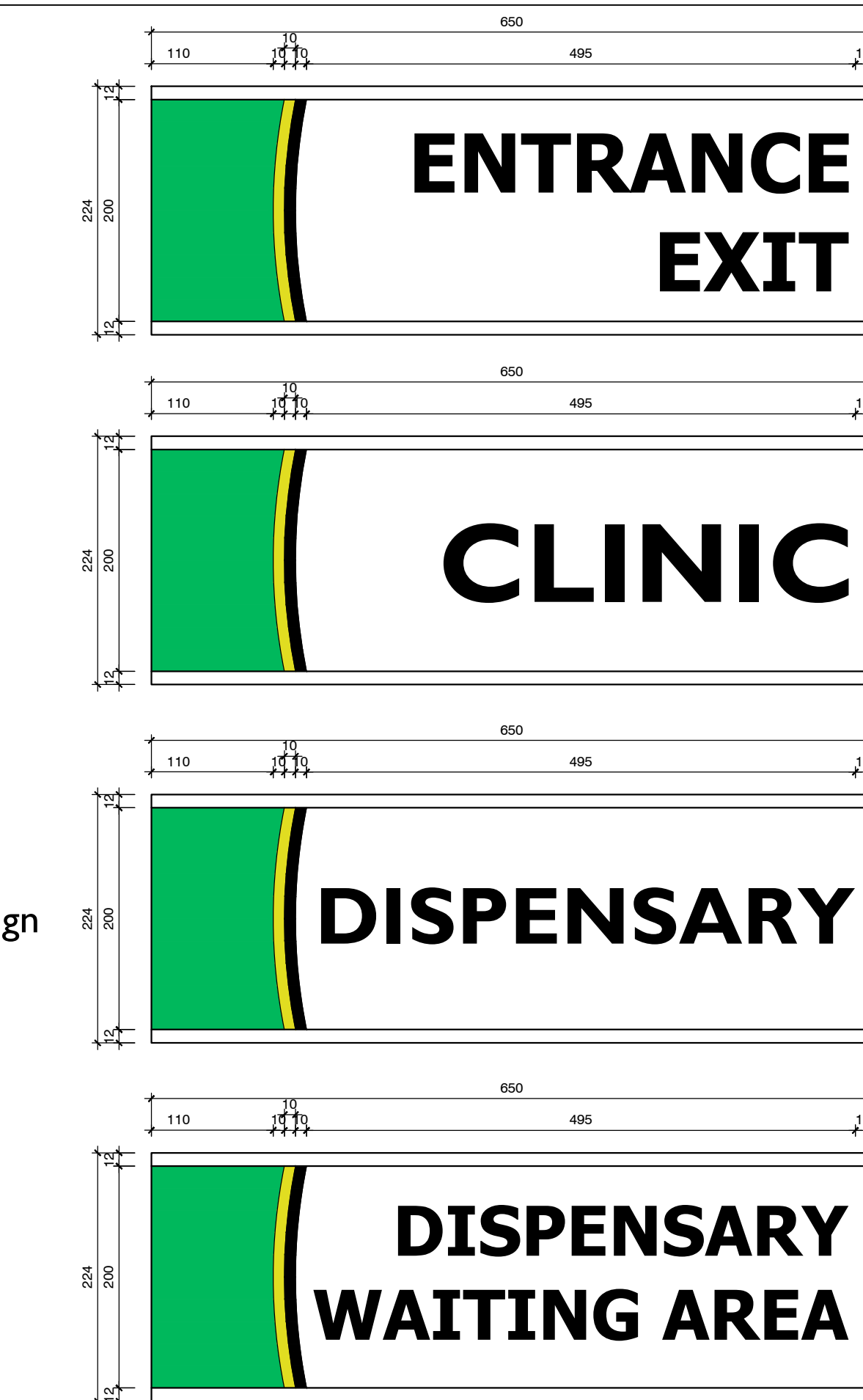
SIGNAGE 06- Information Direction Signs
SCALE 1:5



Sign Name	Bathroom Door Mounted Sign
Width & Height	150mm x 150mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

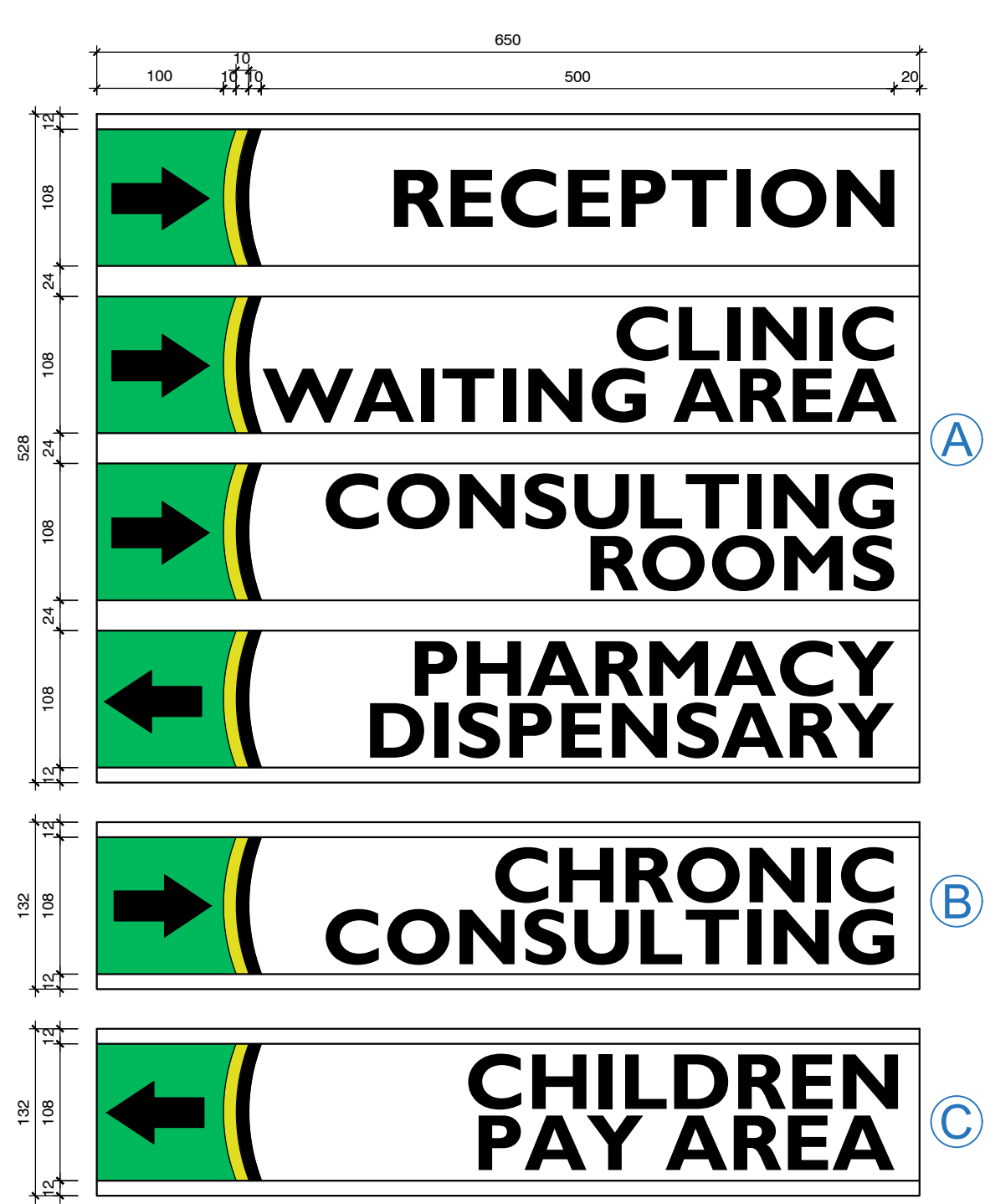
SIGNAGE 07- Bathroom Door Mounted Signs
SCALE 1:5



Sign Name	Reception and Exit Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

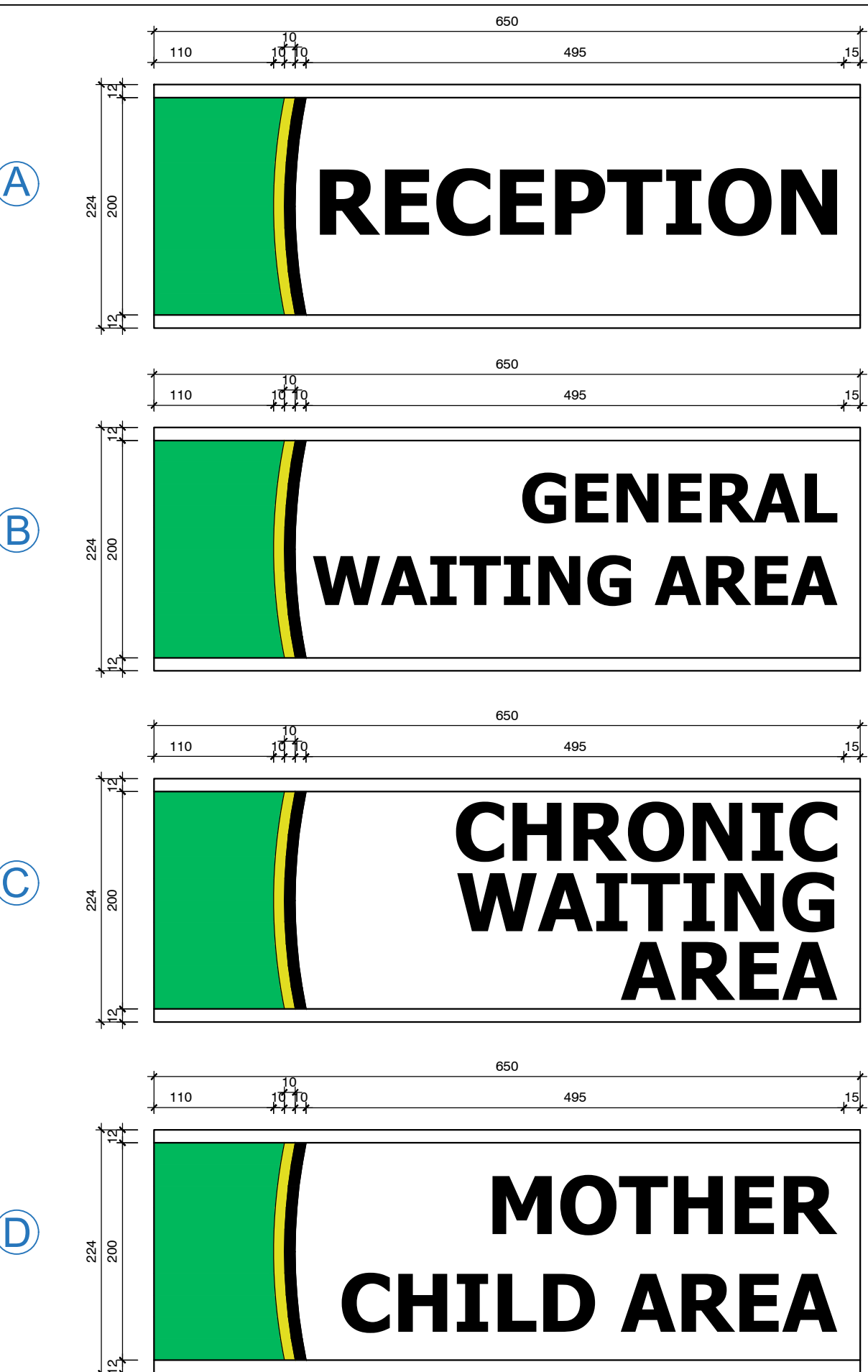
SIGNAGE 08- Reception and Exit Sign
SCALE 1:5



Sign Name	Clinic and Consulting Rooms Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

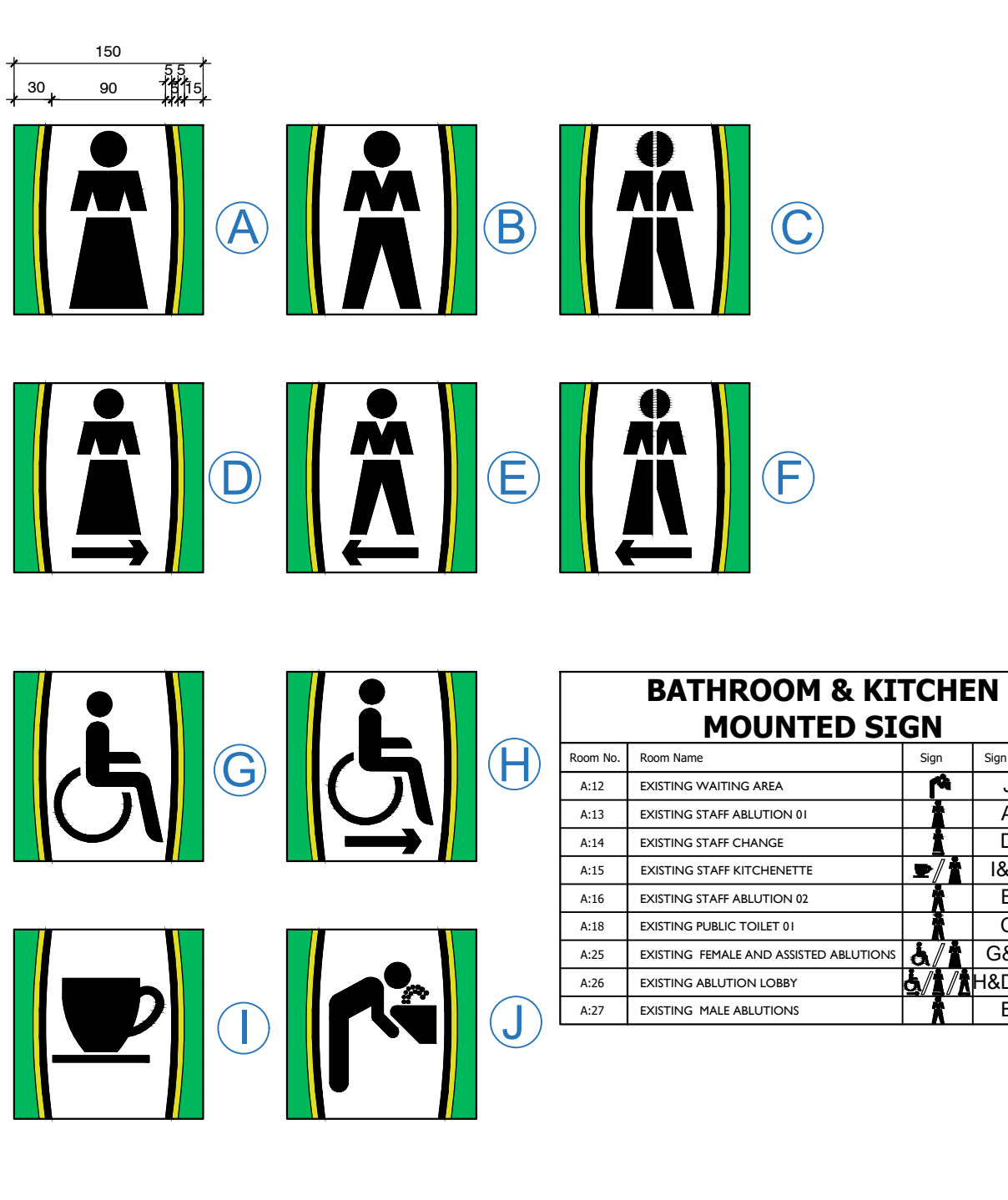
SIGNAGE 09- Clinic and Consulting Rooms Sign
SCALE 1:5



Sign Name	Dispensary and Chronic Waiting Area Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

SIGNAGE 10- Dispensary and Chronic Waiting Area Sign
SCALE 1:5



Sign Name	Mother and Child Area Sign
Width & Height	480mm x 1950mm
Description	Down thick Natural anodized aluminum sheet signage board with green, yellow and black vinyl lettering
COLOUR	Green Yellow Black
RGB	01 / 137 / 87 225 / 231 / 33 55 / 52 / 53
CMYK	100 / 10 / 100 / 0 0 / 10 / 100 0 / 0 / 10 / 100
REFLECTIVE	Reflective
TEXT FONT	Gill Sans
TEXT SIZE	Refer to drawing above

NOTE: All signage specifications to be in line with SABS Standards and to comply with all SANS Regulations

SIGNAGE 11- Mother and Child Area Sign
SCALE 1:5

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Sewer connections to comply with municipal regulations by a Land Surveyor

No	AMENDMENTS	DATE
0	ISSUED TO QS FOR TENDER DOC	28 August 2023

No	AMENDMENTS	DATE
0	ISSUED FOR CONSTRUCTION	

Drawn	WDB	JULY 2023
Designed	WBA	JULY 2023
Checked	DBA	JULY 2023
Approved	PR REGISTRATION NO. 3128	

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admin@mdaarchitects.co.za
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Fax: 041 373 1025

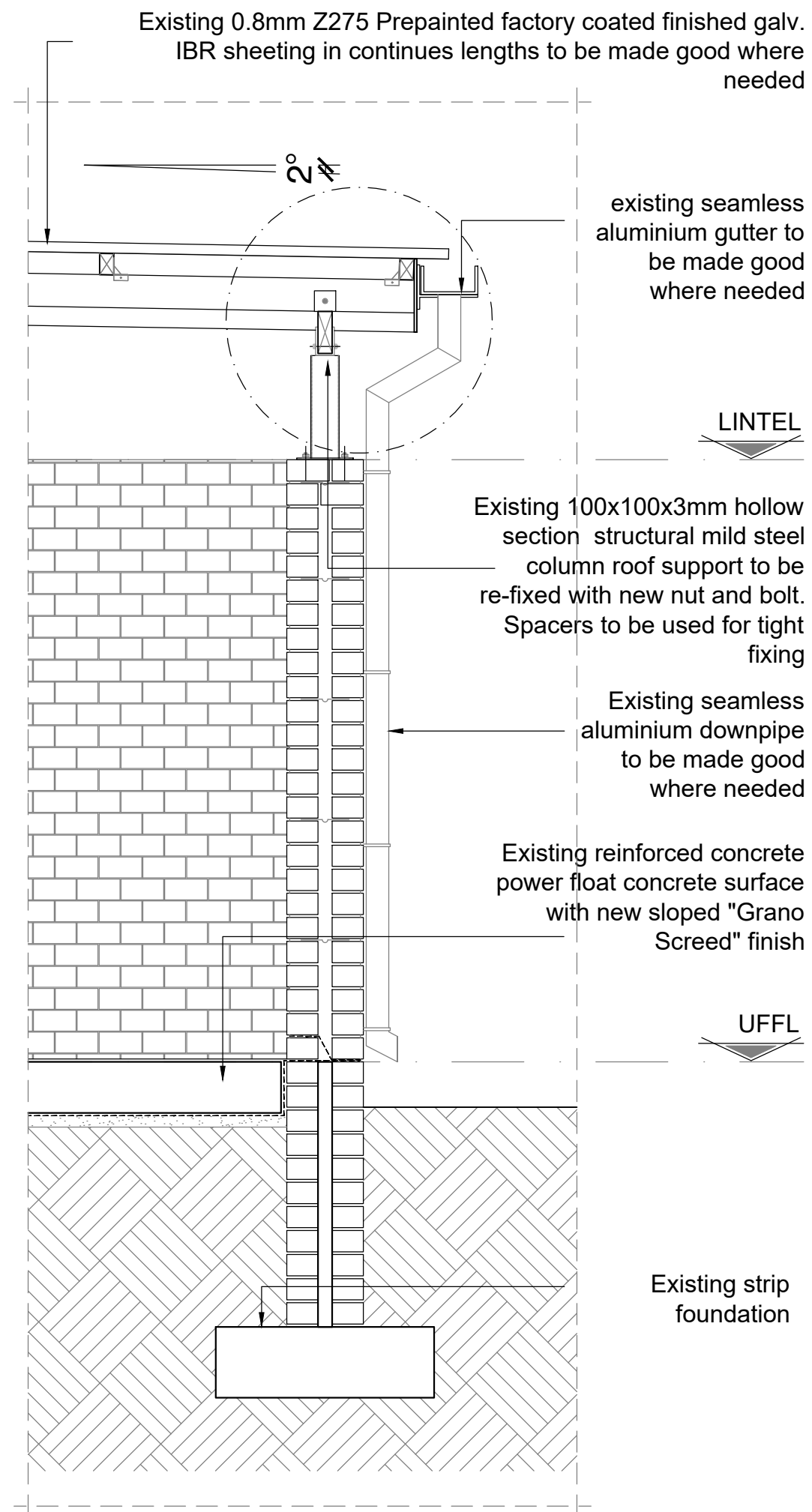
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BHISHO, 5605
SOUTH AFRICA
Private Bag X0038, BHISHO, 5605
Tel: +27 (0)40 608 1114
www.ehealth.gov.za

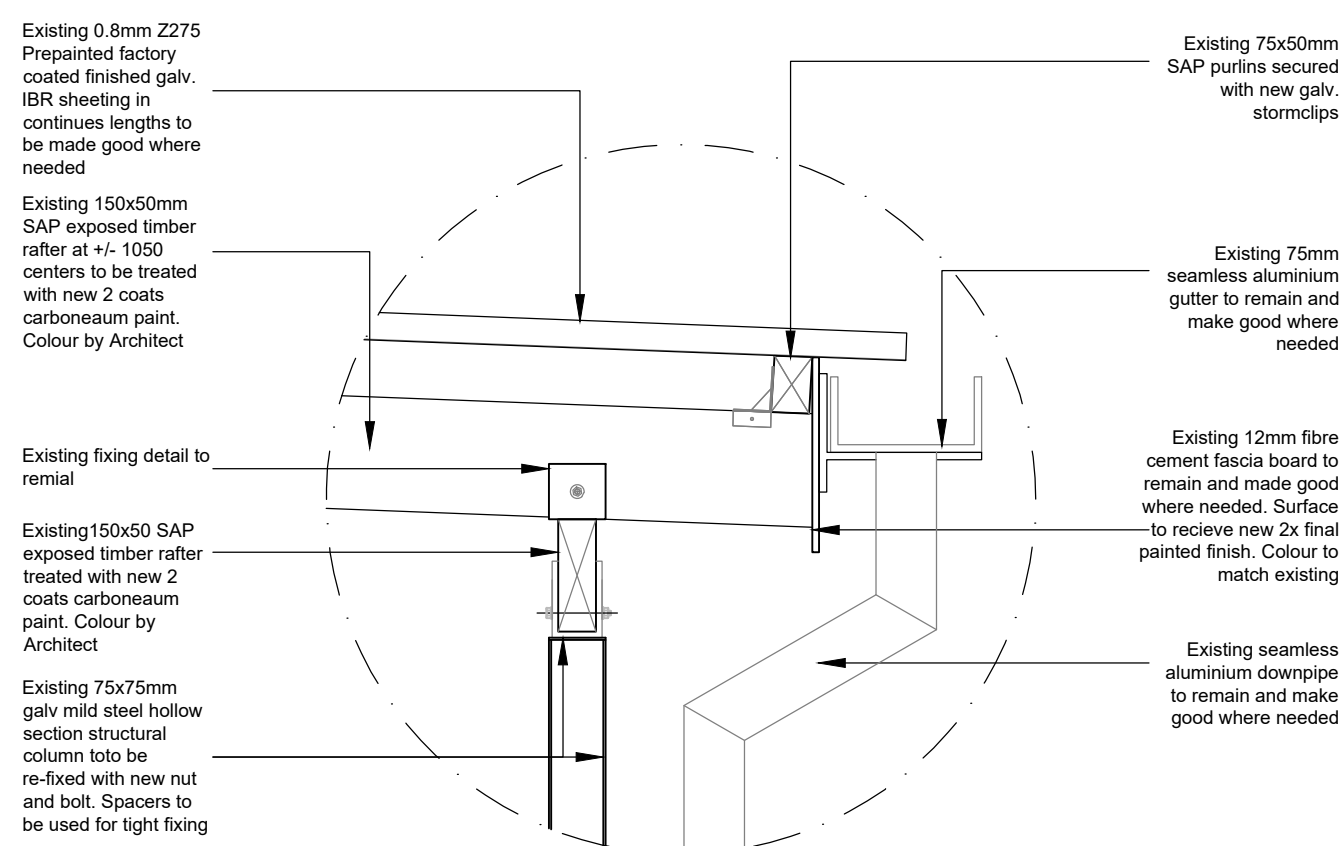
ERF 579 BHONGWENI CLINIC (COOKHOUSE)

DATE ISSUED:	28 August 2023
SCALE	SHEET SET
AS SHOWN	SHEET 09
DRAWING NO.	MDA290A-208
SHEET SIZE	A1
REVISION	-

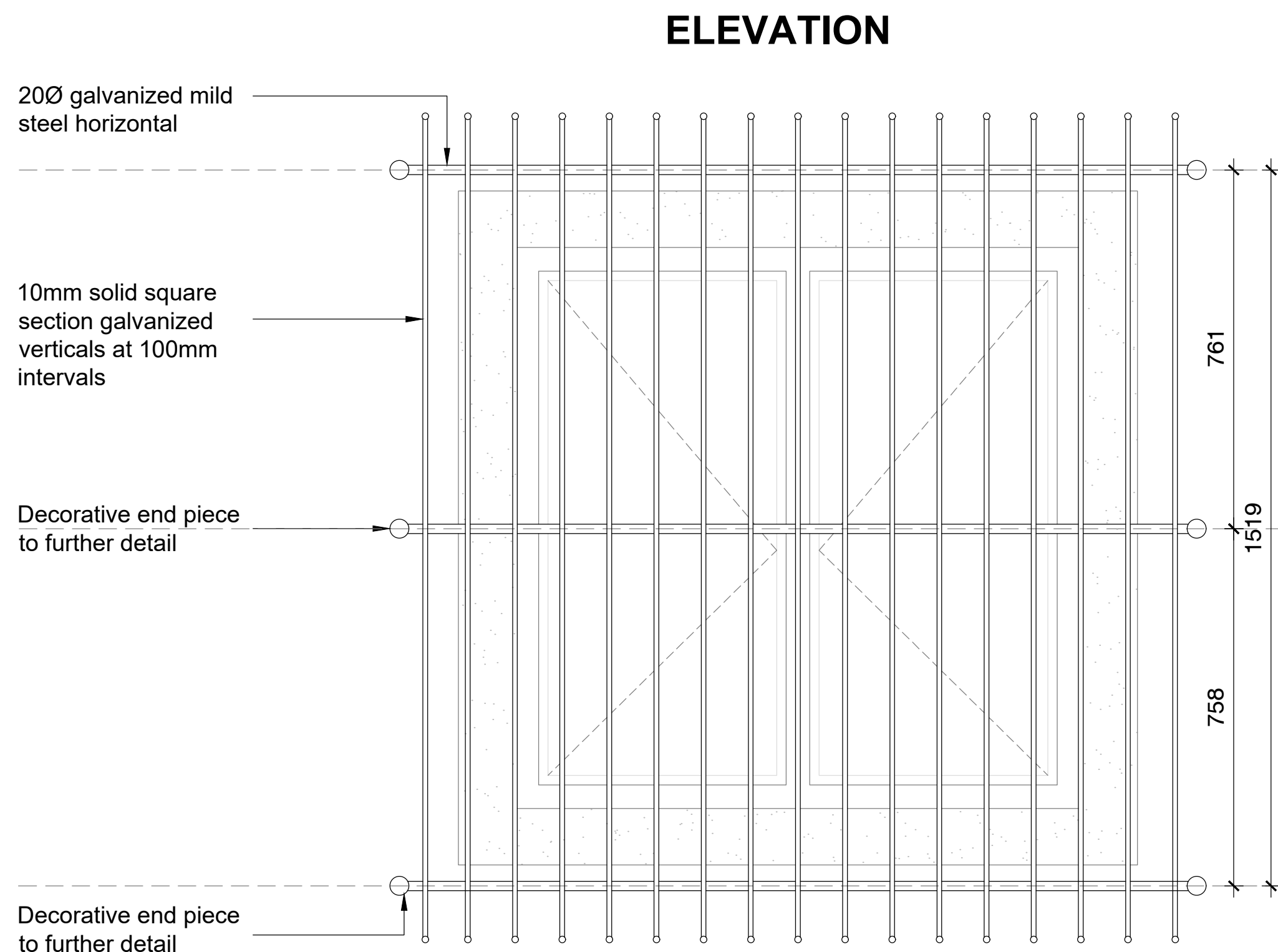
FOR CONSTRUCTION



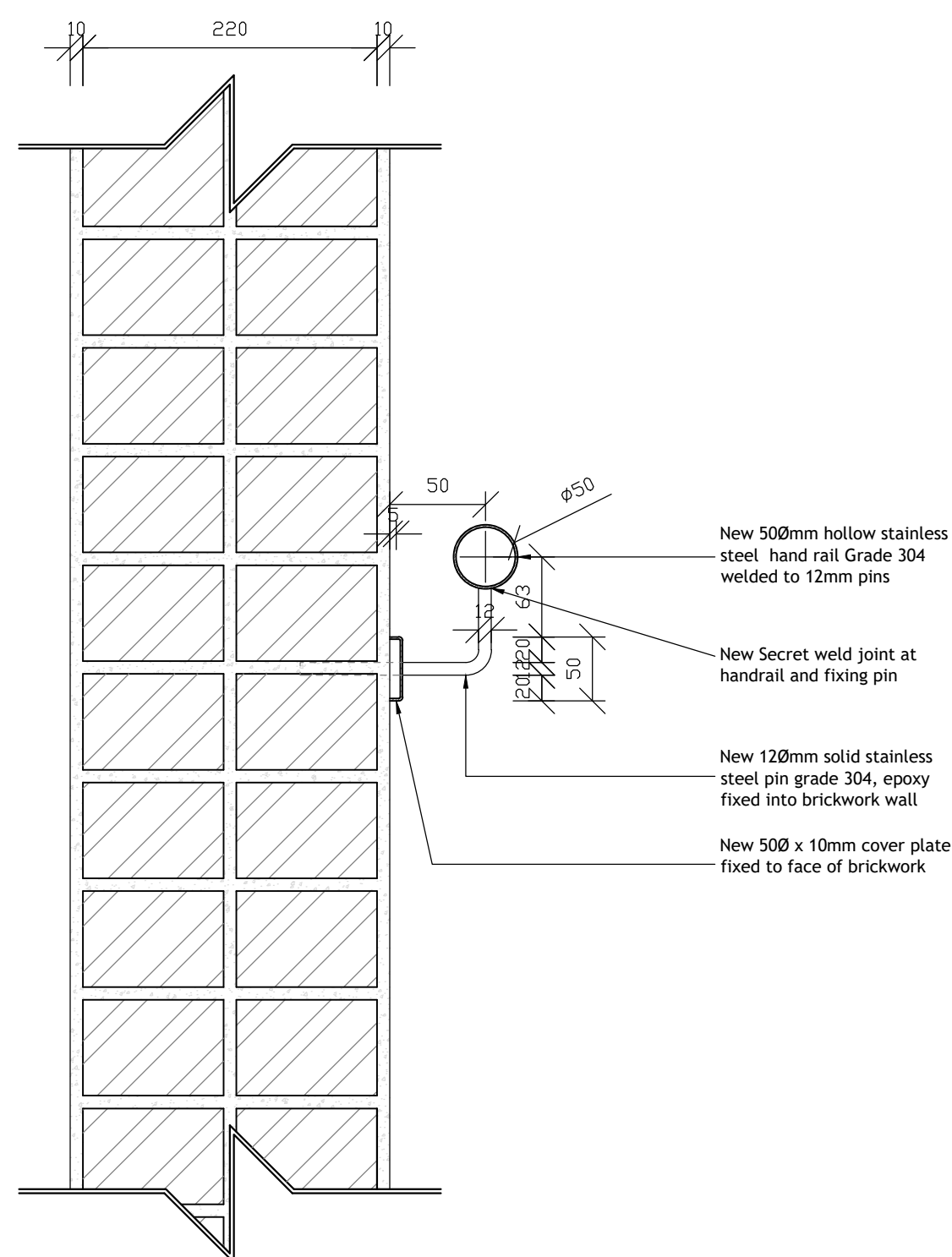
BHONGWENI CLINIC
EXISTING PART WALL DETAIL 01
Scale 1:20



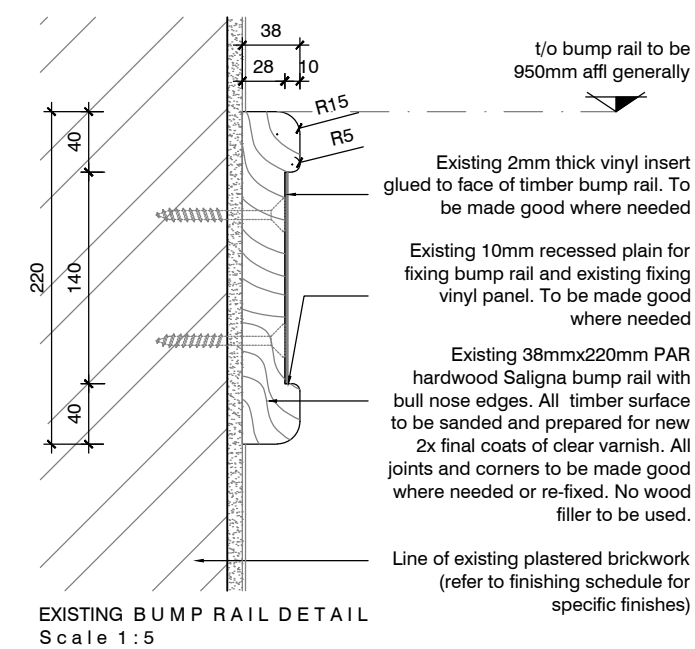
DETAIL 01 : Existing Rafter Connection
scale 1:10



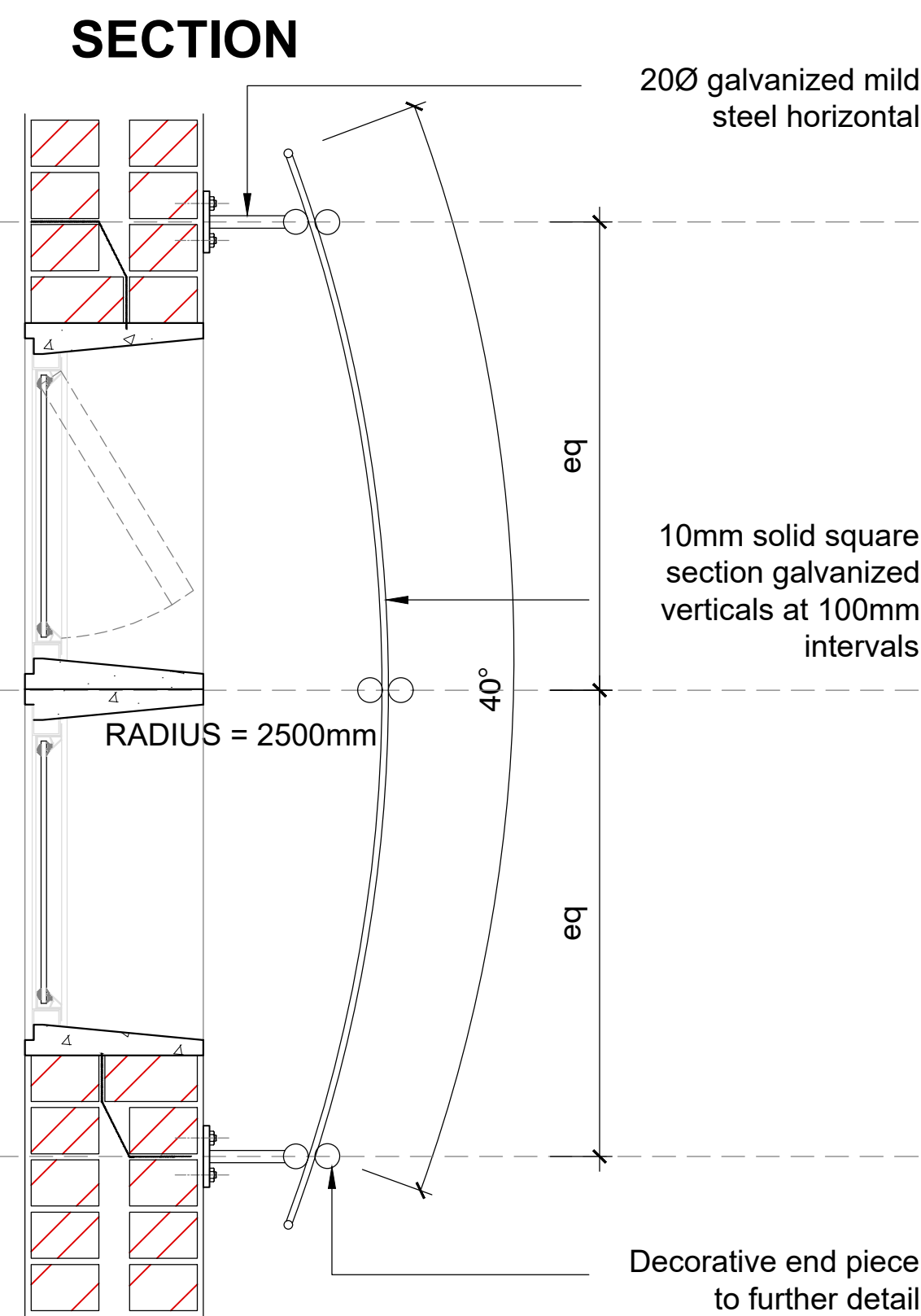
BHONGWENI CLINIC - TYPICAL SECURITY SCREEN DETAIL
Scale 1:10



Hand Rail Detail
Scale 1:5



EXISTING BUMP RAIL DETAIL
Scale 1:5



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No	AMENDMENTS	DATE
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PROJECT TITLE

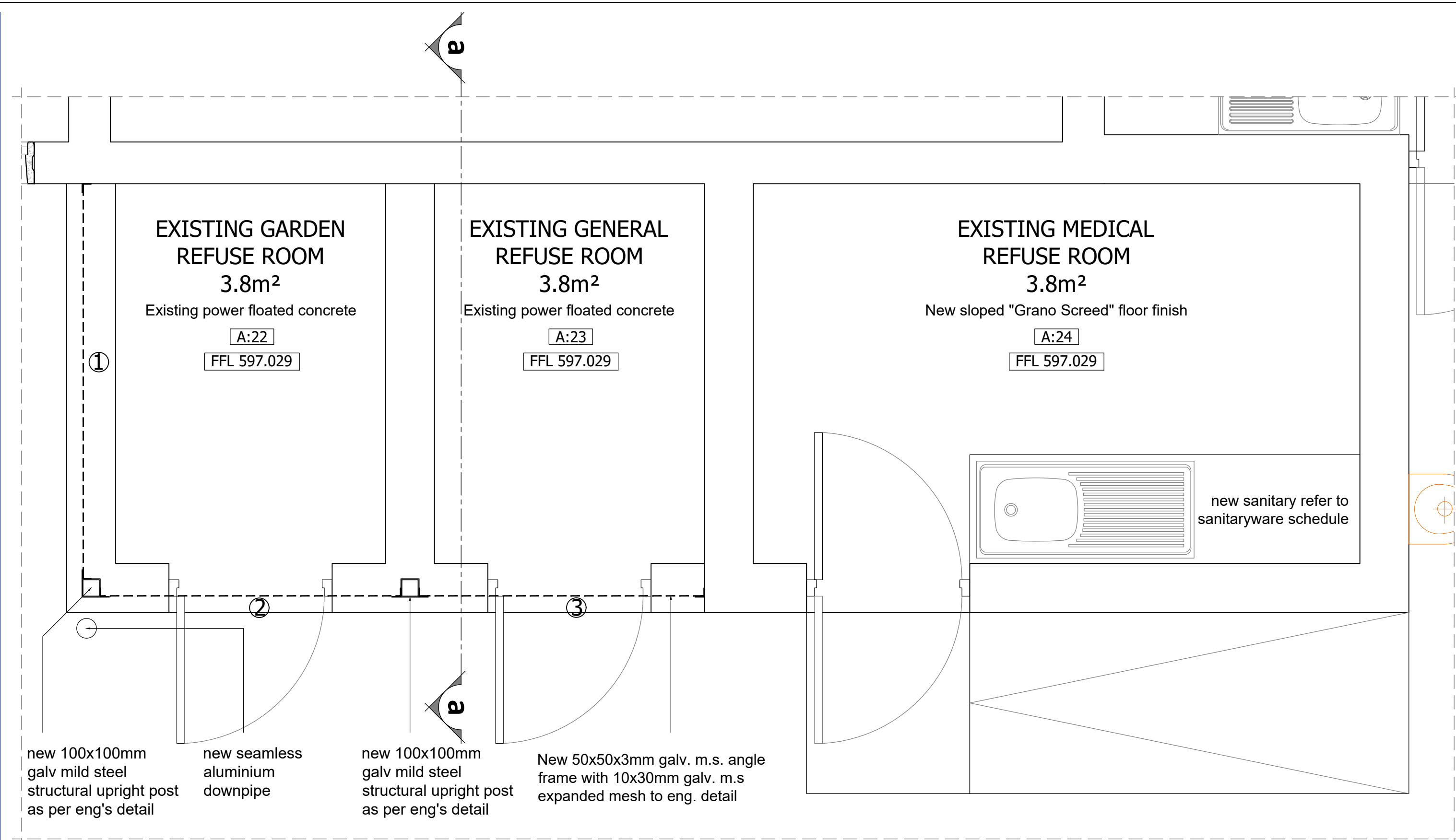
ERF 579
BHONGWENI CLINIC
(COOKHOUSE)

DRAWING TITLE

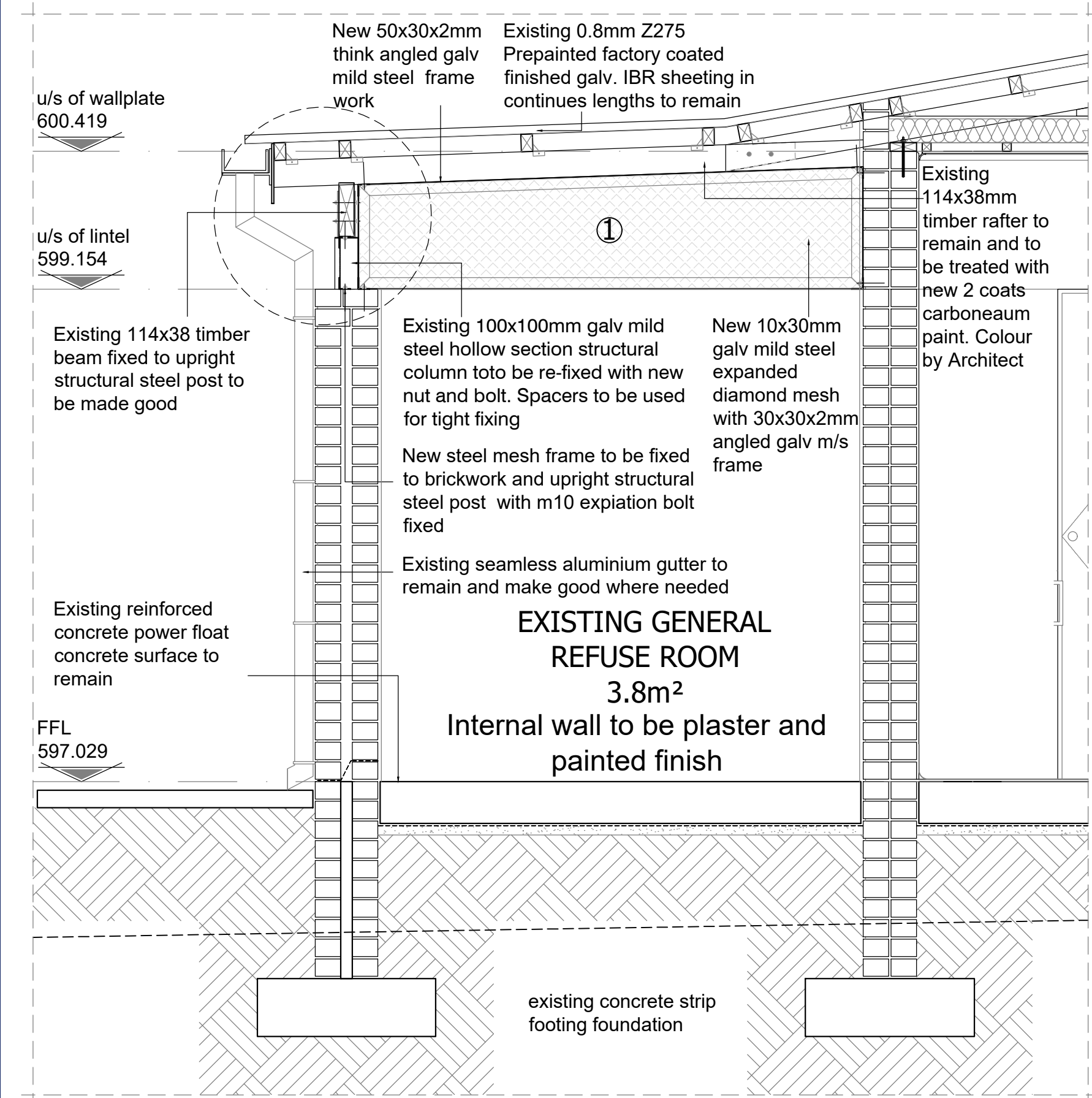
DETAILS 01

DATE ISSUED:	28 August 2023	
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 10	A1
DRAWING No.	MDA290A-300	REVISION
		-

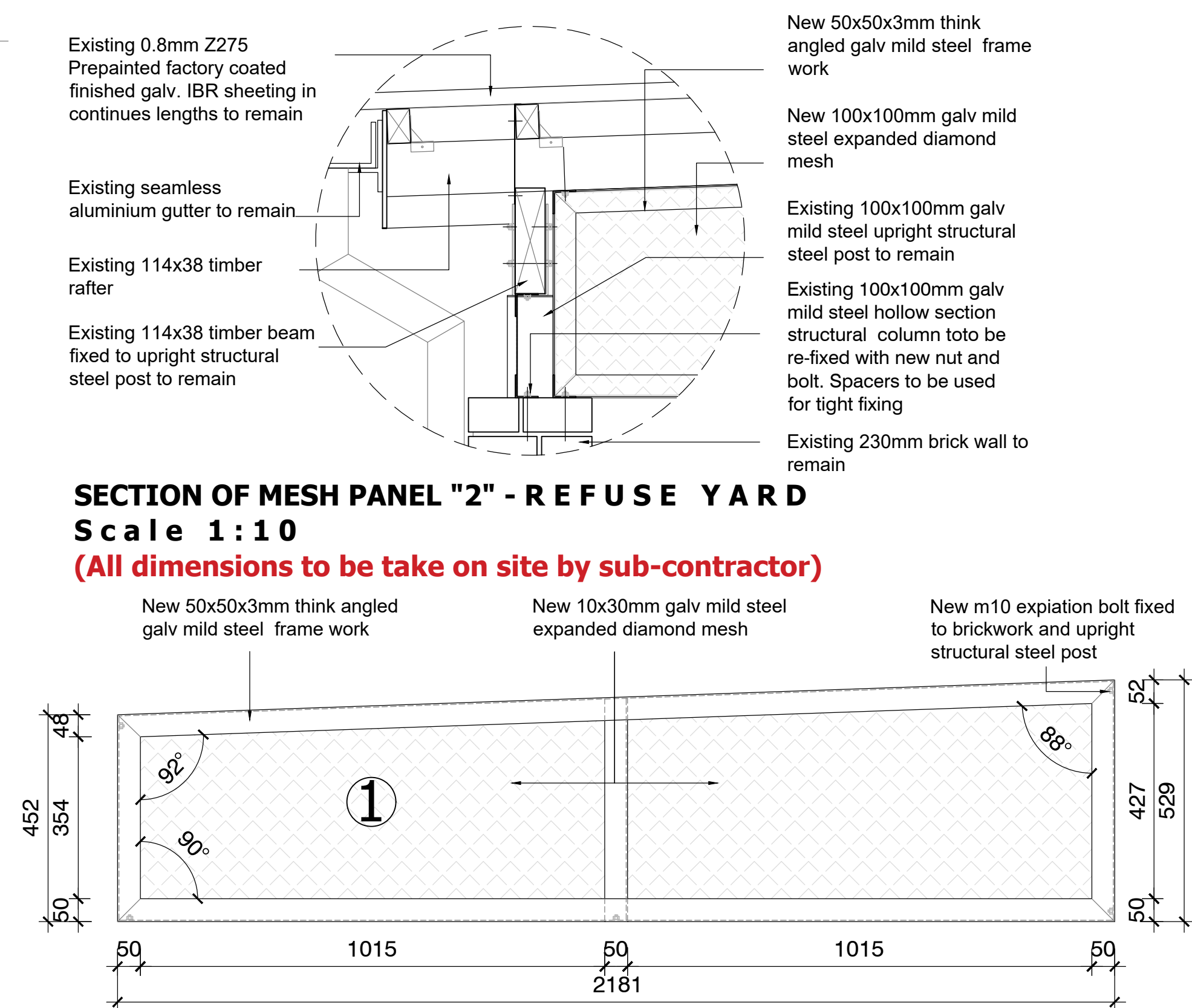
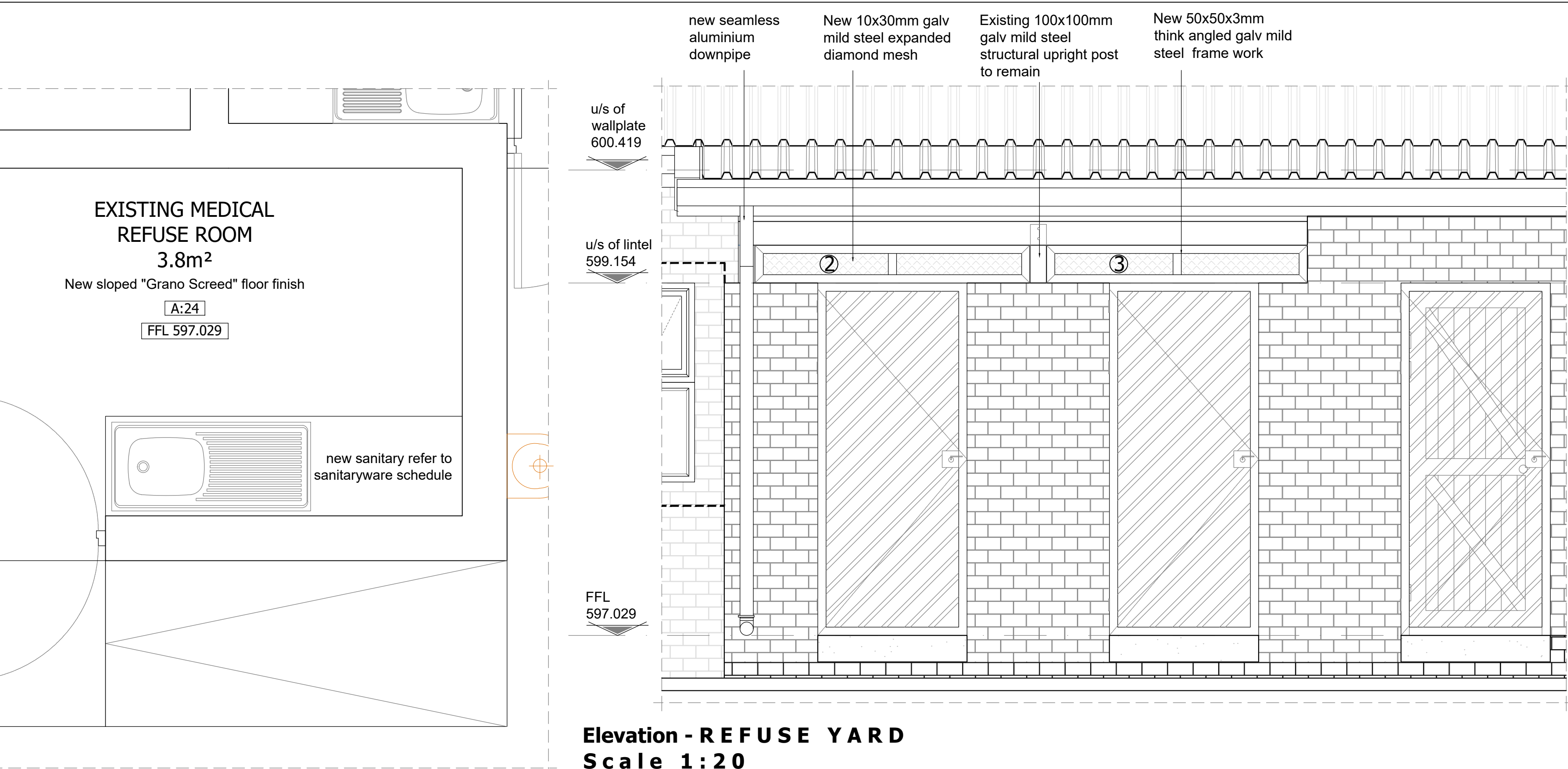
FOR TENDER



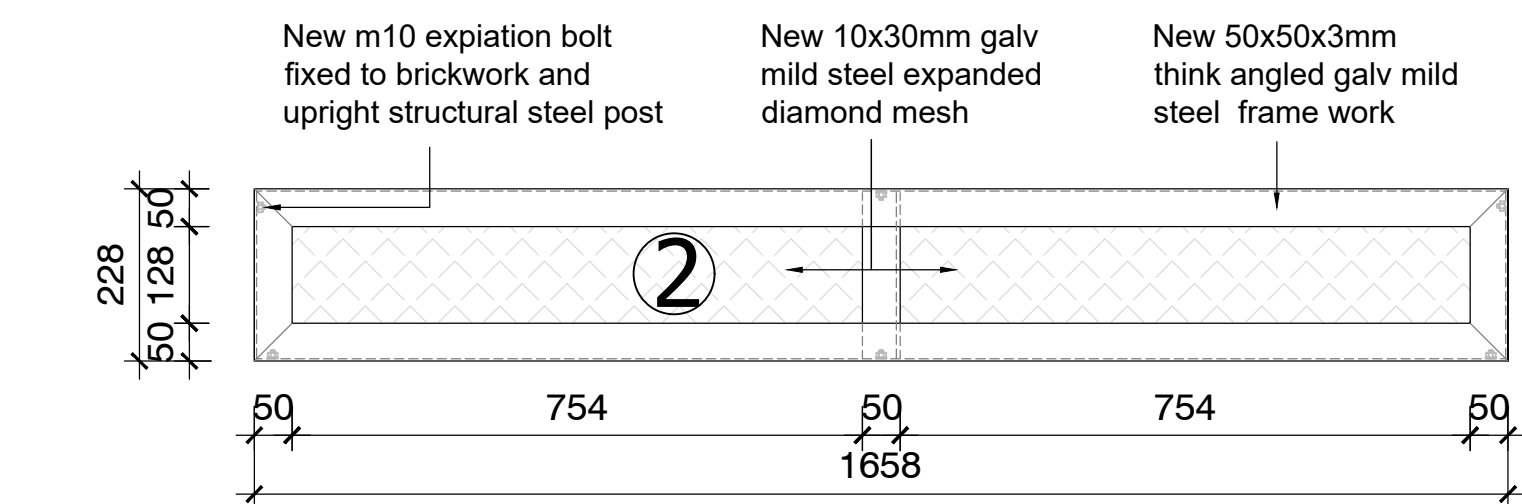
FLOOR PLAN-REFUSE YARD
Scale 1:20



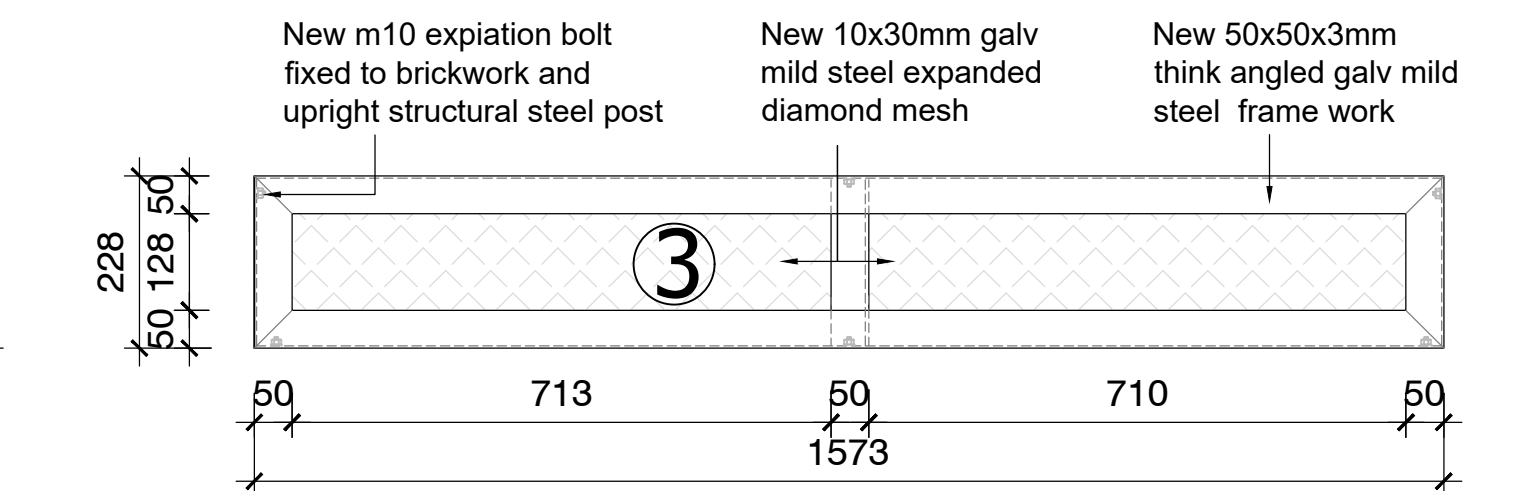
FLOOR PLAN-REFUSE YARD NEW SCREENING
Scale 1:20



SIDE ANGLED MESH PANEL "1" - REFUSE YARD
Scale 1:10
(All dimensions to be take on site by sub-contractor)



SIDE ANGLED MESH PANEL "2" - REFUSE YARD
Scale 1:10
(All dimensions to be take on site by sub-contractor)



SIDE ANGLED MESH PANEL "3" - REFUSE YARD
Scale 1:10
(All dimensions to be take on site by sub-contractor)

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Sewer connections to comply with municipal regulations by a Land Surveyor

No	AMENDMENTS	DATE
0	ISSUED FOR CONSTRUCTION	
SURVEYED	NA	
DRAWN	IOI	JULY 2023
DESIGNED	DBA	JULY 2023
CHECKED	DBA	JULY 2023
APPROVED	PR REGISTRATION NO. 3128	

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PROJECT TITLE

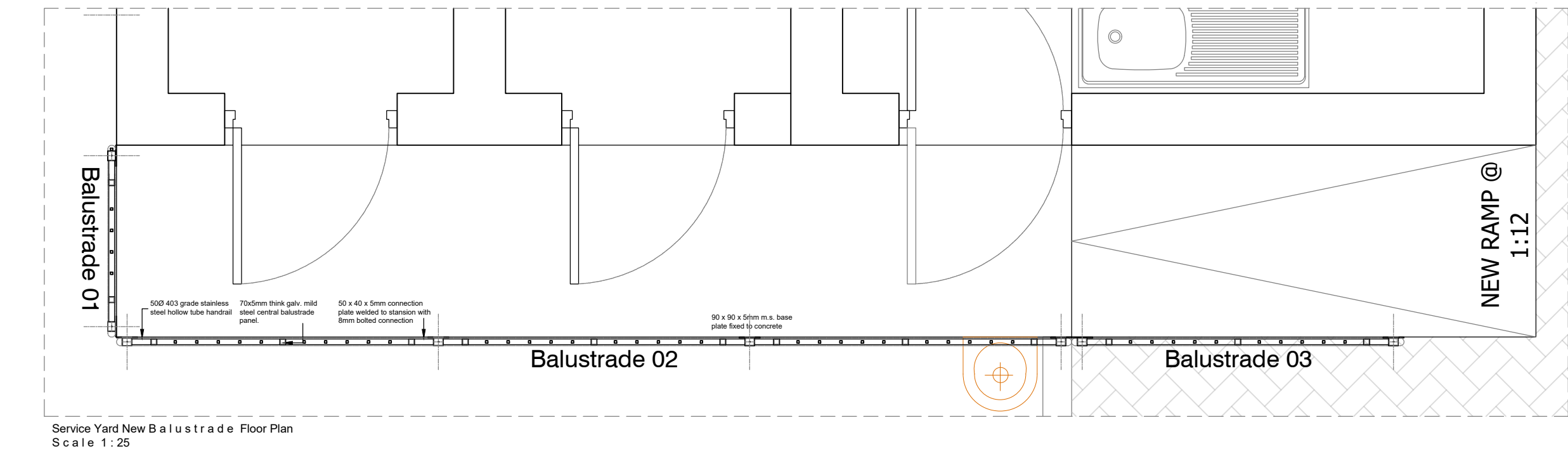
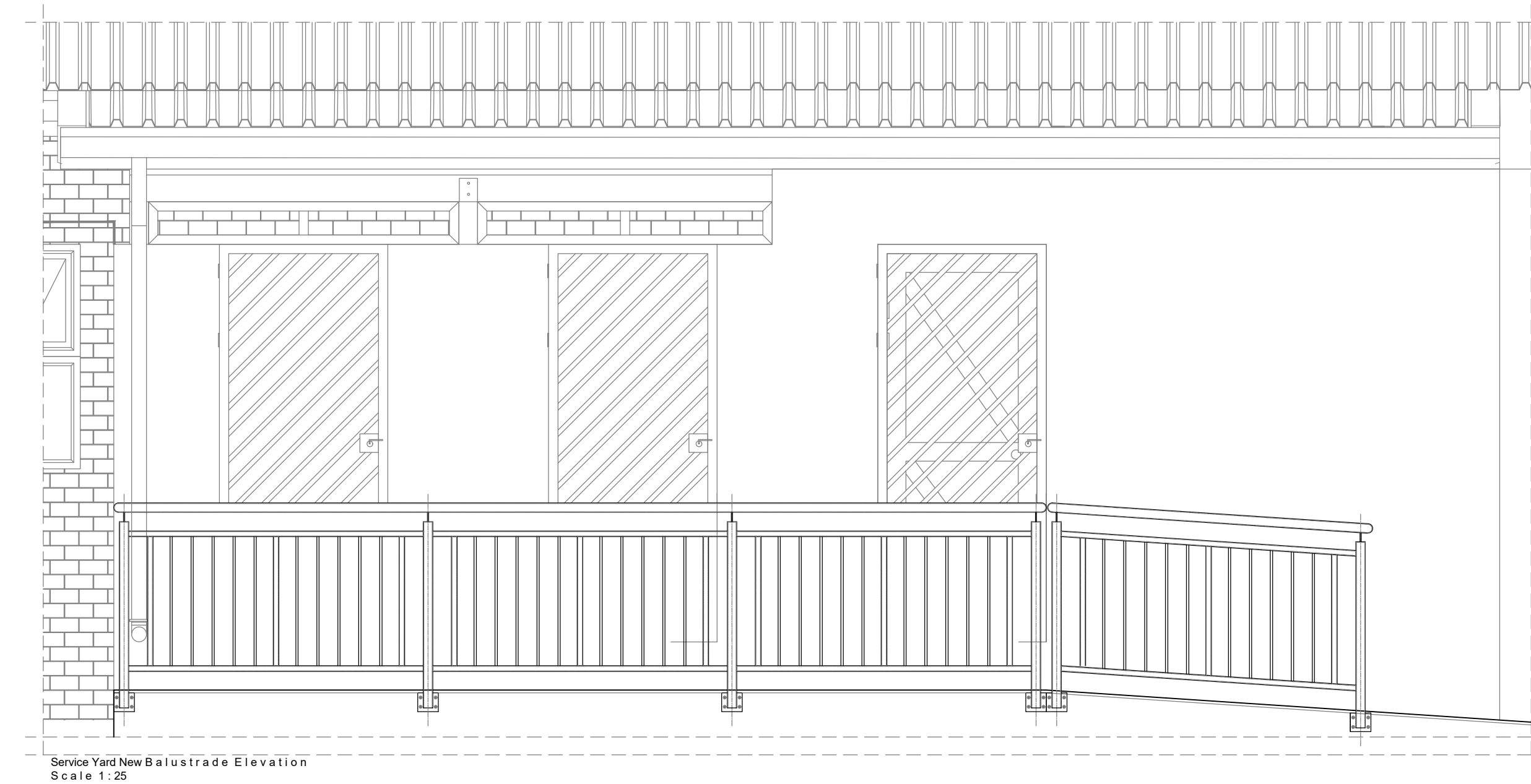
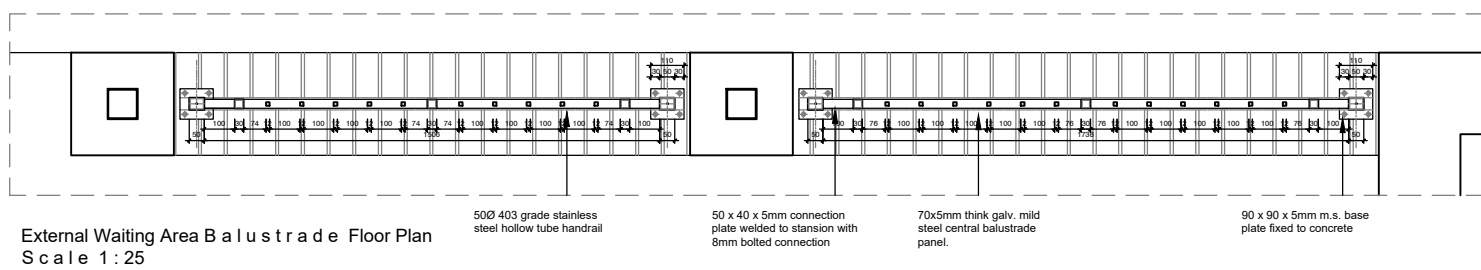
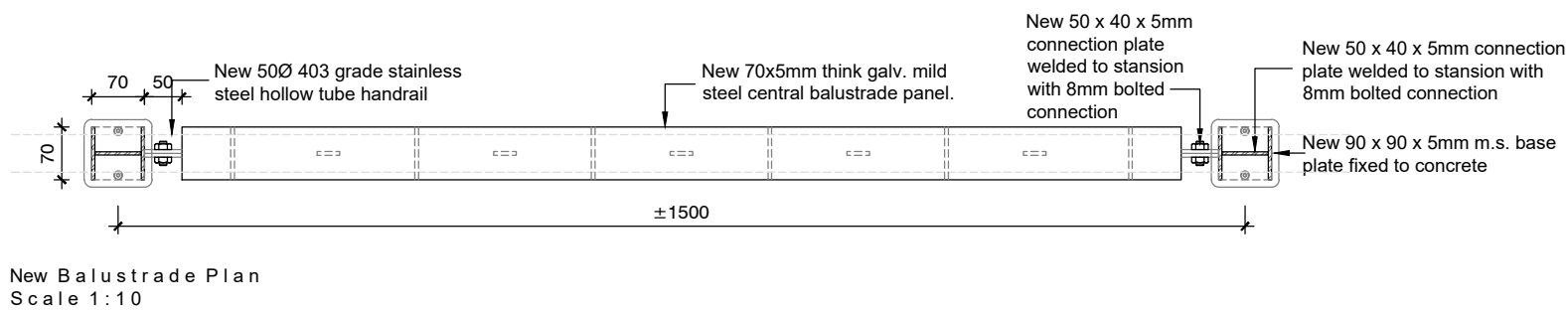
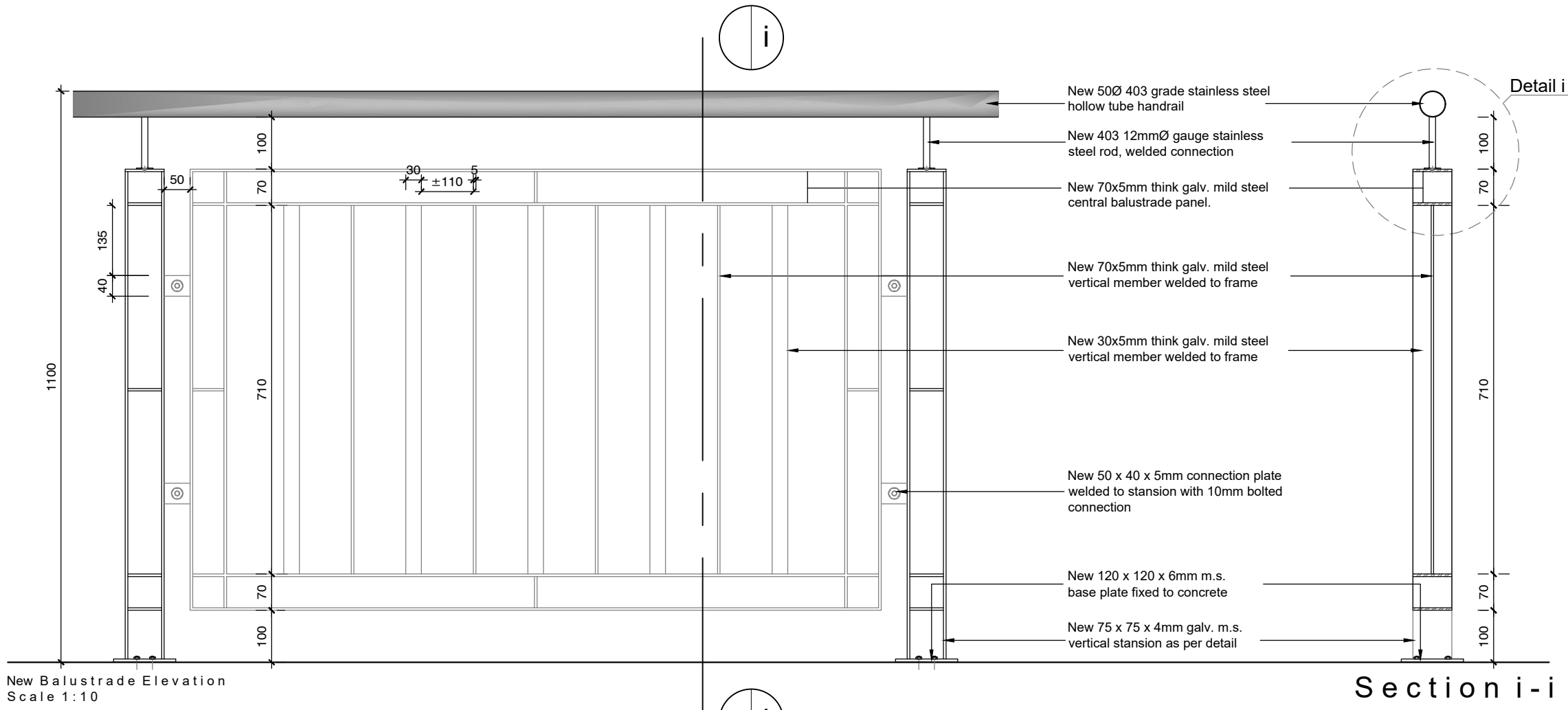
ERF 579
BHONGWENI CLINIC
(COOKHOUSE)

DRAWING TITLE

DETAILS 02

SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 11	A1
DRAWING No.	MDA290A-301	REVISION
		-

FOR CONSTRUCTION



Logo's as shown

Text to be 100mm high Helvetica Medium upper and lower case letters in Black

Text to be 75mm high Helvetica Medium upper and lower case letters in Black

Text to be 50mm high Helvetica Medium upper and lower case letters in Black

Crest of professional body

Note:
All consultants to provide the contractor with their professional body institute logo's

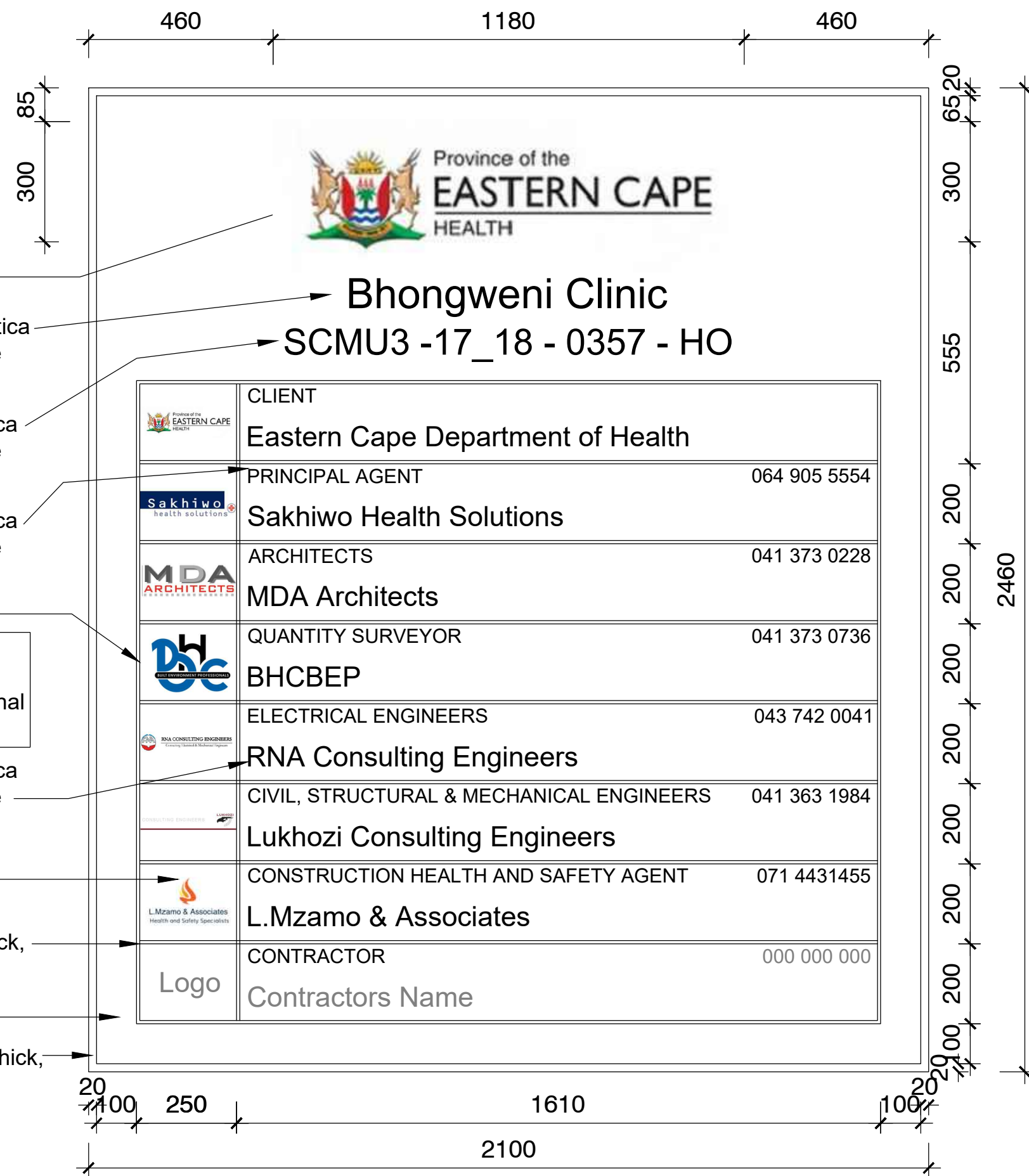
Text to be 75mm high Helvetica Medium upper and lower case letters in Black

Background to be white

Horizontal lines to be 8mm thick, black

Background to be white

Border all round to be 20mm thick, black



FOR CONSTRUCTION

Note: This is a conceptual detail and all dimensions must be taken on site buy manufacture

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DRAWN	IOI	JULY 2023
DESIGNED	DBA	JULY 2023
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APPROVED	PR REGISTRATION NO. 3128	

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PROJECT TITLE

**ERF 579
BHONGWENI CLINIC
(COOKHOUSE)**

DRAWING TITLE

PROJECT SIGN BOARD

DATE ISSUED:	28 August 2023	
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 12	A1
DRAWING No.	MDA290A-302	REVISION
		-

FOR CONSTRUCTION

Note: This is a conceptual detail
and all dimensions must be
taken on site buy manufacture

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APPROVED	PR REGISTRATION NO. 3128	

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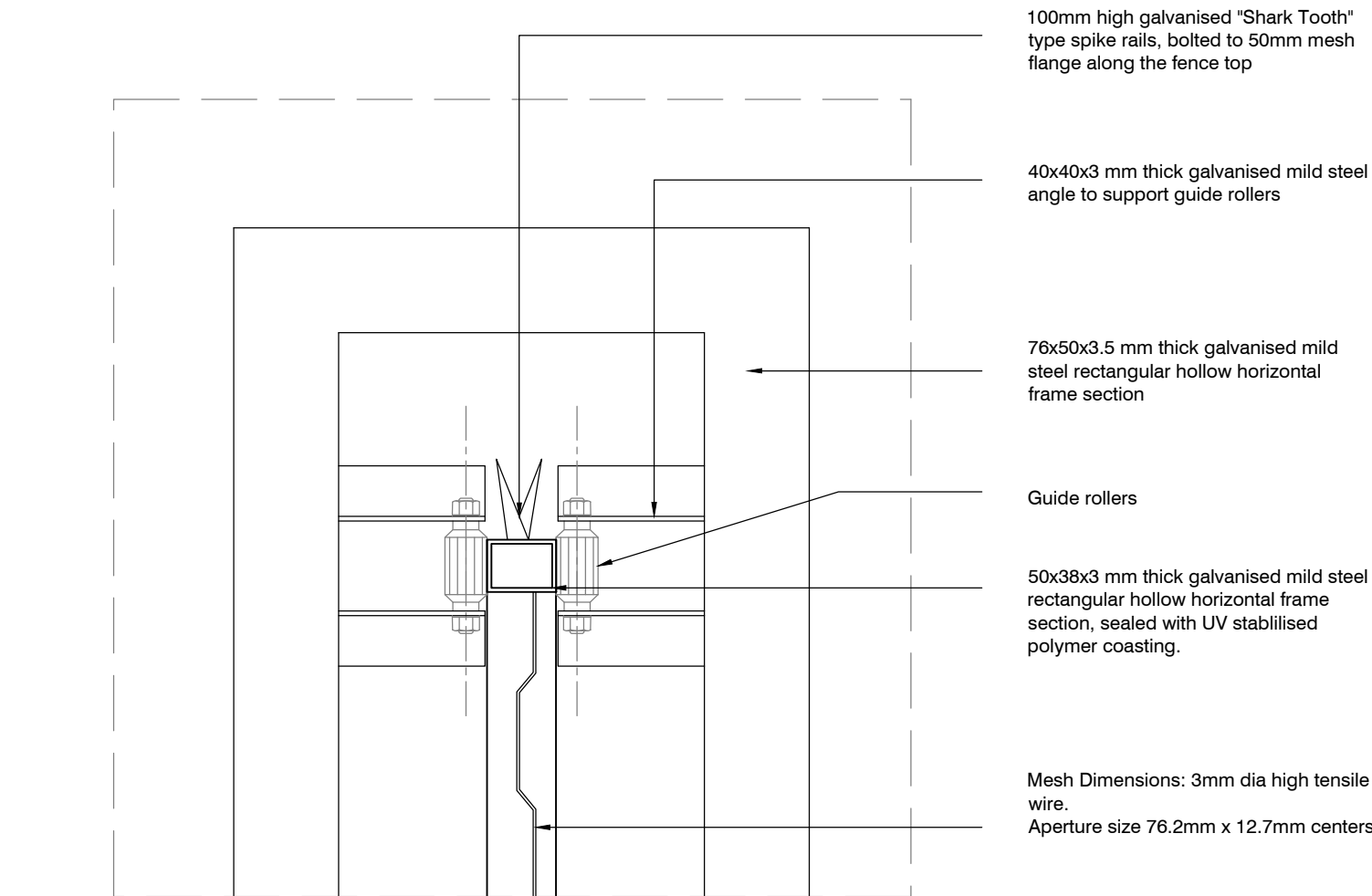
PROJECT TITLE

**ERF 579
BHONGWENI CLINIC
(COOKHOUSE)**

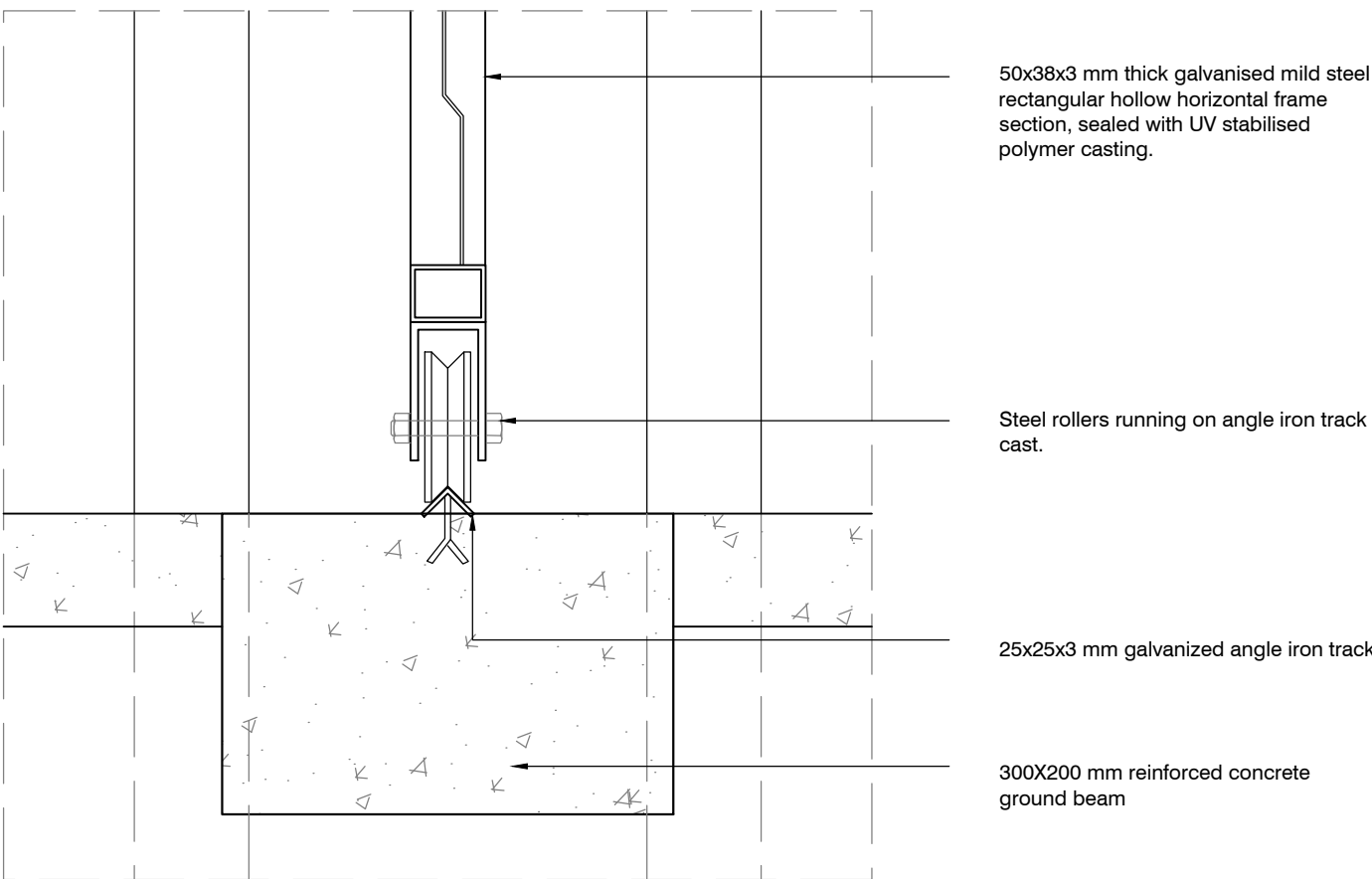
DRAWING TITLE

Gate and Fence Details

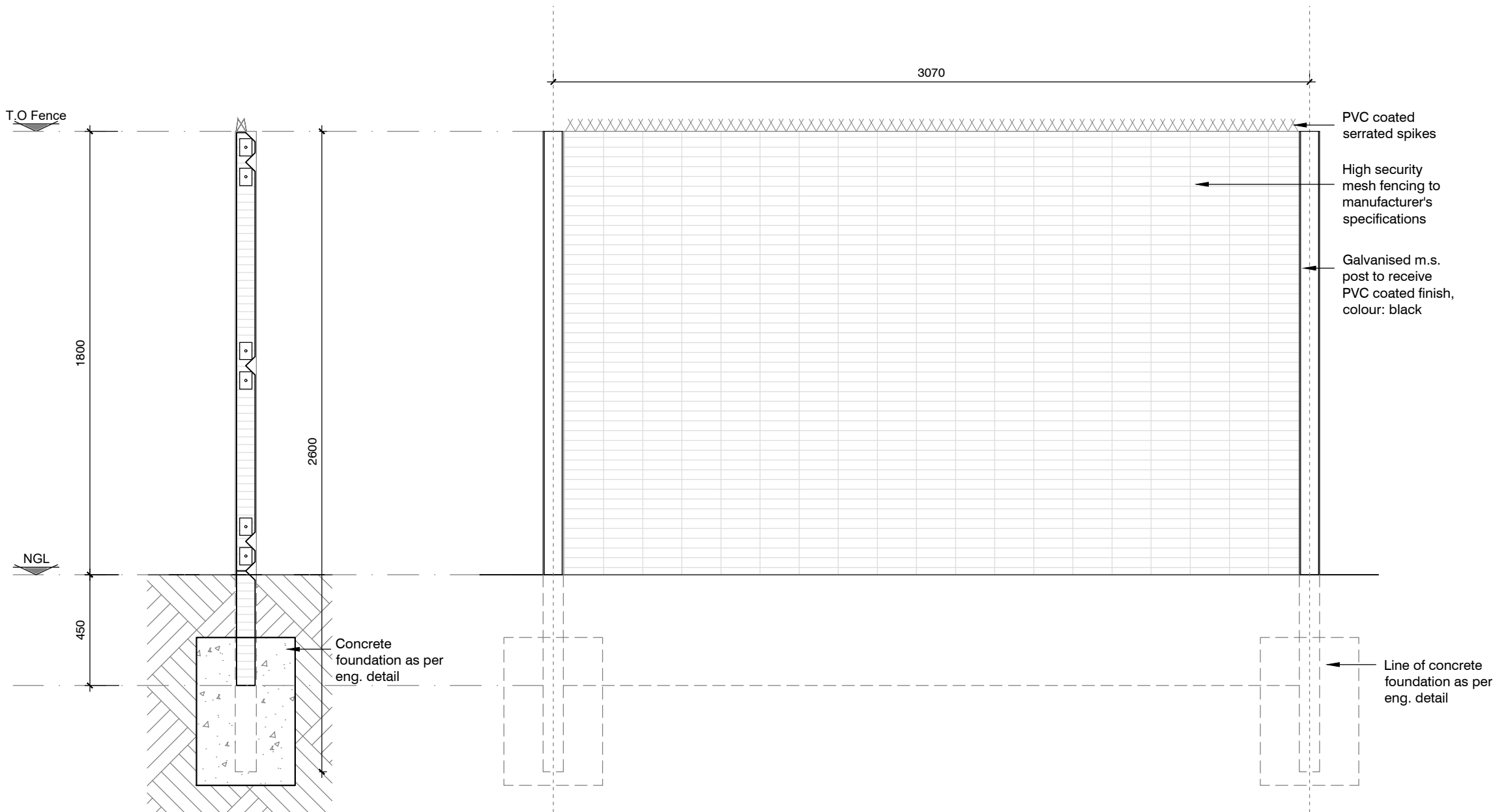
DATE ISSUED: 28 August 2023		
SCALE	SHEET SET	SHEET SIZE
AS SHOWN	SHEET 13	A1
DRAWING No.	MDA290A-303	
		REVISION
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SLIDING GATE DETAIL 01
SCALE 1:10



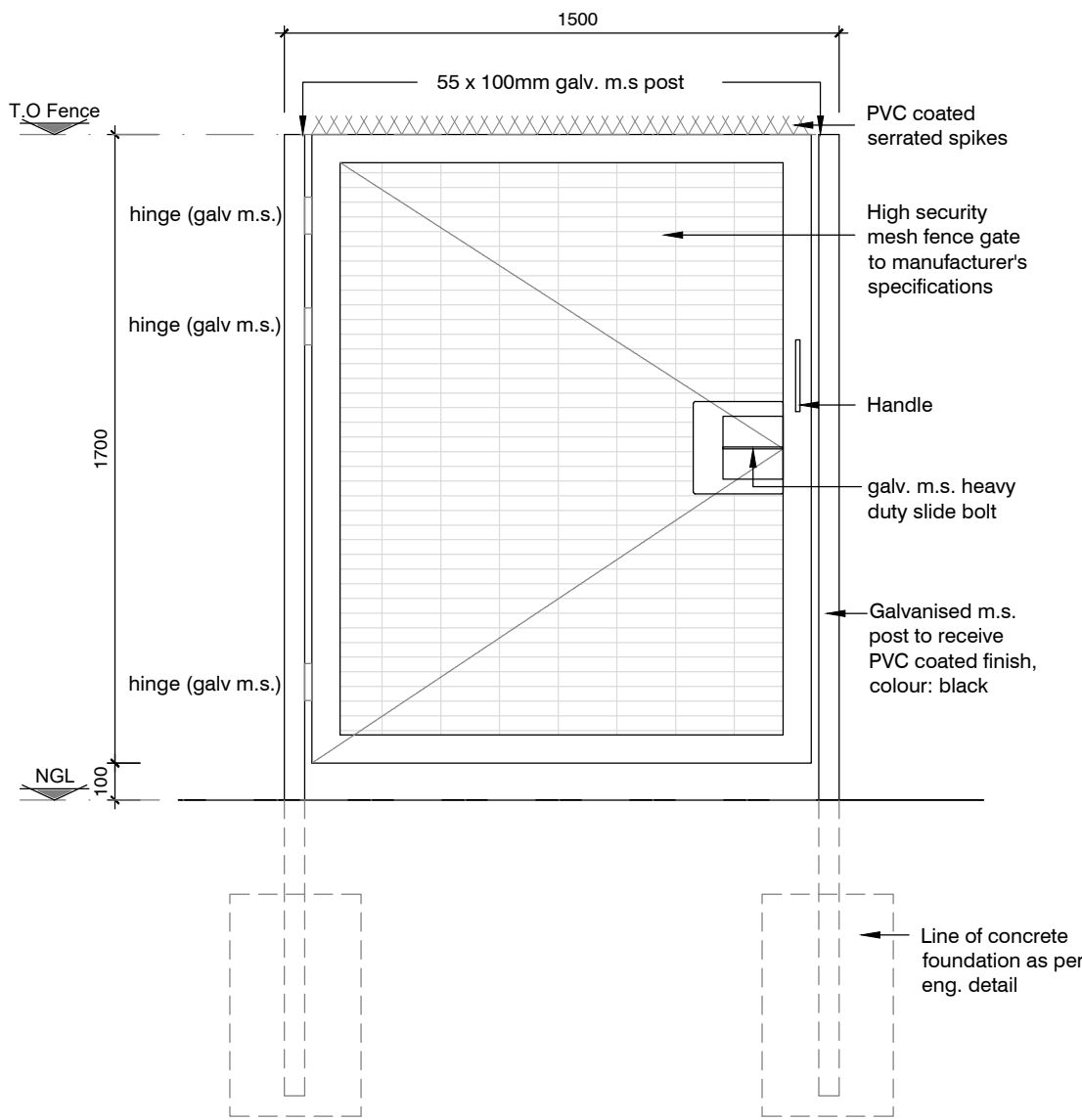
SLIDING GATE DETAIL 01
SCALE 1:10



FENCE SECTIONS
SCALE 1:20

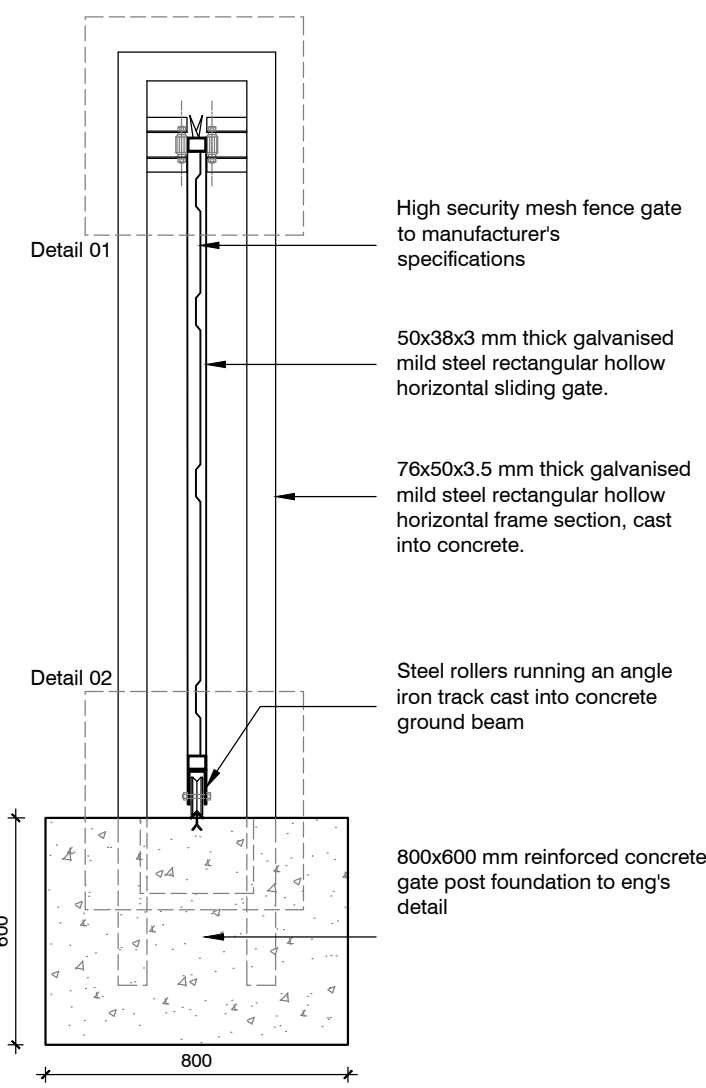
FENCE ELEVATION
SCALE 1:20

SPECIFICATIONS	
Posts: Galvanised and PVC coated tubular "H" profile post, 3200mm high. Posts to be set vertically into ground at 3070mm centres	Heavy Security Mesh Panels: Mesh panels shall consist of horizontal and vertical wires with apertures size of 76.2mm x 12.7mm c/c, fixed to posts with mini spider fixators bolted through the post using M8 anti-randall cupsquare bolts, shear-off nuts & flat washers, or equally approved. All fasteners & fixing screws to be stainless steel. Mesh panels to be manufactured with Zincalu wire, or equally approved. A serrated spike shall be fixed to the mesh panel to deter climbing. PVC coated finish. A 450mm deep mesh extension shall be buried in the ground to prevent dig under intrusion.
Foundations: Concrete foundation as per engineers detail	



PEDESTRIAN GATE ELEVATIONS
SCALE 1:20

- Ironmongery:**
- 1 Galvanized mild steel heavy duty sliding bolt for padlock bolt
 - 1 Galvanized mild steel heavy duty drop bolt
 - 3 Galvanized h.d. mild steel hinges as supplied by gate manufacturer
 - Padlock by client
- Heavy Security Mesh Panels:**
Mesh panels shall consist of horizontal and vertical wires with apertures size of 76.2mm x 12.7mm c/c, Mesh panels to be manufactured with Zincalu wire, or equally approved.
A serrated spike shall be fixed to the mesh panel to deter climbing. PVC coated finish.



SLIDING GATE SECTION
SCALE 1:20

C3.11 OHS SPECIFICATION

Bid No.: SCMU3-17/18-0357-HO

Project Title- BHONGWENI CLINIC PHASE 1: COMPLETION OF RENOVATIONS
AND EXTENSIONS.



**PROJECT SPECIFIC
CONSTRUCTION HEALTH AND SAFETY
SPECIFICATION**

Project title:	BHONGWENI CLINIC PHASE 1: COMPLETION OF RENOVATIONS AND EXTENSIONS
Bid No:	SCMU3-17/18-0357-HO
Location	BHONGWENI CLINIC, COOKHOUSE

August 2023
Version 1



BHONGWENI CLINIC AS STIPULATED IN THE TENDER DOCUMENT

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ANNEXURE A

ANNEXURE B

ANNEXURE C



HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION AND BACKGROUND

The Construction Regulations No. 3705 of 7th February 2014 requires the Client to prepare a pre-construction Health and Safety Specification, with known and possible existing risks identified.

The Eastern Cape Department of Health (ECDoH) is tasked to provide Healthcare operational facilities across the Eastern Cape.

The ECDoH has a responsibility to limit its risk by ensuring a zero tolerance and best practice approach to Contractors and those affiliated to a construction project. Thus, a high premium is placed on the health and safety (H&S) of ECDoH stakeholders, which include its employees, professional service providers, public and its physical assets.

The responsibilities that the Department and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations.

The Principal Contractor is to take due cognisance of the above statement.

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

This Health and Safety Specification complies with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of February 2014.

This Health and Safety Specification is to be used as a Management tool to comply with the Occupational Health and Safety Act.

This Specification has been prepared by the Eastern Cape Department of Health.

2. KEY ROLE PLAYERS

2.1.1. Eastern Cape Department of Health (Client)

2.1.2. Principal Agent

2.1.3. Architect

2.1.4. Quantity Surveyor

2.1.5. Structural Engineer

2.1.6. Civil Engineer

2.1.7. Electrical Engineer

2.1.8. Mechanical Engineer

2.1.9. Clerk of Works

2.1.10. Health & Safety Agent

2.1.11. Social Facilitator

2.1.12. Contracts Manager

2.1.13. Construction Manager



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2.1.14. Health & Safety Officer

2.1.15. Other

2 LIST OF ABBREVIATIONS

AAIA	Approved Asbestos Inspection Authority
AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DMR	Driven Machinery Regulations
DoEL	Department of Employment and Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

3 DEFINITIONS

The definitions used will be those set out in the Regulation Gazette NO 3705 of 7th February 2014 with the following additions:

3.1.1 Client:

The Superintendent General, Eastern Cape Department of Health.

4.1.2 Designer:

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

4.1.3 Hazard:

Source of exposure to danger

4.1.4 Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.



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4.1.5 Health and Safety Agent:

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

4.1.6 Health and Safety Plan:

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

4.1.5 Induction Training:

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

4.1.7 Risk:

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

4.1.8 Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993 and any other legislated Regulation with the inclusion of the Construction Regulations No. 3705 of 7th February 2014.

4.1.9 Site:

Means the area in the possession of the Principal Contractor for the construction of the works. For the purpose of this Project it is Bhongweni Clinic, 579 Auriel Street, Cookhouse..

4.1.10 The Act:

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

5 KEY REFERENCES

- 5.1 Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended).
- 5.2 Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as Amended).
- 5.3 Joint Building Conditions of Contract (JBCC)
- 5.4 South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999.
- 5.5 Road Traffic Safety Act No. 93 of 1996 (as amended)
- 5.6 Construction Regulations No. 3705 of 7th February 2014.
- 5.7 Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6th Edition 2010
- 5.8 SANS Code 10400 and others that are applicable



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

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

To assist in achieving compliances with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of February 2014, to, as far as is practical, reduce or eliminate incidents or injuries.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements.

Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

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

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation.

Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by the ECDoH) that are promulgated or accepted during the contract will automatically be applied.

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

The Contractor shall use this Specification as a basis for the drafting of his and any Subcontractors` Construction Health and Safety Plans.

The Specification sets out the requirements to be followed by all Contractors so that the Health and Safety of all persons who may be affected by the Construction Project will receive proper priority.

The Project Specific Risks that have been identified have been tabulated in Section 18 of this Specification.



7 IMPLEMENTATION OF THE PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers.

A PSHSS will be available for each level of Contract and Contractor, and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations thereto (as amended) and any other standards relating to work being done, and ensure compliance thereto.

The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation:

- The summary of risks is included in Section 18 of the PSHSS;
- The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client;

No work may commence without written approval of the H&S plan by the H&S Agent, or the responsible person in the ECDoH. Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval.

Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof of such design changes.

The H&S Agent will visit the project as deemed necessary by the Employer to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer. Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project. The Principal Contractor must forward a copy of the Health and Safety plan to all Contractors to enable them to prepare their own Health and Safety plans. Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

8 APPLICATION

This Specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No. 85 of 1993, and the Construction Regulations of February 2014, and is therefore binding on the Contractor as well as the Owner. All Contractors are to comply with the conditions of this Health and safety Specification. All Direct Contractors carrying out work on behalf of the Eastern Cape Department of Health, the Bhongweni Clinic are also required to comply with the conditions of this Health and Safety Specification. All staff and representatives of the Eastern Cape Department of Health at Bhongweni Clinic who visit the site are required to comply with the conditions of this Health and Safety Specification.



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All representatives of the Implementing Agent who visit the site are required to comply with the conditions of this Health and safety Specification. All members of the Consulting Team who visit the site are required to comply with the conditions of this Health and safety Specification.

9 REQUIREMENTS AT TENDER STAGE

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

10 GENERAL REQUIREMENTS

Summary of Risks identified during Design:

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment would be required from the successful bidder as the contract includes design as well. The summary of risks in a form of Baseline Risk assessment provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project. The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments. The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.

10.1 Hazard Identification and Risk Assessment (HIRA)

At the Pre-Tender Site Inspection, the Principal Agent will identify any Project Specific hazards or risks that may affect the work. These hazards or risks are listed under section 18 of this Specification. Tenderers are also advised to notify the Principal Agent of any other risks or hazards that have not previously been identified. These risks are to be recorded and a recommended procedure for addressing each item agreed on and recorded. The Principal Contractor is to conduct inspections of all tools and equipment before the commencement of the works and at least once a week during the works.

The Principal Contractor shall ensure that all Contractors and workers are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures as part of the Induction process before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

Proof of this training must be kept for inspection by the Client or Client's Representative.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by the operations are informed and trained according to the hazards and risks and are conversant with the safe working procedures, control measures and other related rules (tool box talk strategy to be implemented).



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The format used for the risk assessment must make provision for the following information:

- Reference Number;
- Project Name;
- Identification of task assessed;
- Date;
- Risk assessment team & designation;
- Approval of risk assessment team;
- Risk rating with matrix;
- Review date;
- Task steps;
- What can go wrong (Hazard);
- The result (Risk);
- Risk rating;
- Preventative Action (Control Measures).

The Principal Contractor is to ensure that all Bhongweni Clinic' Staff and Management personnel that will be affected by the works are fully informed of the risks and hazards associated with the works.

10.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. The list is not conclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Concrete	• Handling of stone of various sizes for concrete mixing may occur, exposure to Silica dust is prevalent; • Overloading of wheelbarrows when transporting stone and sand must be monitored and managed.
Cement	• Hand mixing may occur, 50kg bags are an ergonomic risk from handling. • Pumping of concrete may occur exposure to extensive vibration, extended hours of work, and potential eye, skin and respiratory irritant from dust exposure, chromates.
Exposure to Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry and/or demolition of some existing walls.
Heavy and sharp Steel Material handling	• Handling of heavy & sharp steel products may lead to multiple & muscular injuries due to improper handling and lifting operation; • Improper stacking and storage of these materials could lead to unexpected collapse of materials which could lead to personal injuries and property damages.



PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Petrol/diesel/lubricants	Potentially a fuel bowser on site. Fire, spillage, fumes
Wood dusts	Caused by cutting, sanding, drilling wooden products treated
Oxy-acetylene Gas	Use of these gas bottles when using cutting torch and welding in confined spaces may cause lead to lack of oxygen and workers inhale gas fumes. Inhalation of these fumes in a confined space may lead to severe headaches, collapse, and/or fatality
Use of Paints/solvents/epoxy	Hazardous fumes caused by use of these products in confined spaces such as inside water tanks may lead to severe headaches, collapse, and/or fatality.
Exposure to wastewater & possible sewer during the connection onto existing services activity	Exposure and coming into contact with Hazardous Biological Agents which could lead to ill-health. Further possible inhalation of Methane Gas when working/connecting into existing manholes/ existing services.

10.3 Hazardous and potential situations

The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

11 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

11.1 Scope

The Specification covers the requirements for eliminating and mitigating incidents and injuries during execution of works at these various sites. The scope addresses legal compliance, hazard identification, risk assessment, risk control, and promoting a Health and Safety culture on the project. The Specification also provides for the protection of those persons other than employees.

11.2 Scope of Works

The contract comprises Completion of Renovations and Extension works to the existing Bhongweni Clinic. It must be noted that this contract is based on completion of the works that could not be completed by the other contractor that was appointed for the said renovations and extension works of this facility.

EXTENT OF THE WORKS

DESCRIPTION OF THE WORKS:

1. The works entail the completion of Bhongweni Clinic. The works were previously undertaken by another Contractor. The works will be undertaken in various categories i.e General Work, Phase 1 to 3. The existing clinic will remain fully functional during all phases. The new works areas will be isolated with hoardings. The existing clinic will relocate temporarily into the new or improved facilities while the alterations and renovations to the existing are ongoing. Phase relocations will only commence after the handover and completion of the previous phase as signed off by the Principal Agent



2. GENERAL

- a. Site establishment
- b. Making good prefabricated units, including internal plumbing fittings, electrical and mechanical installations
- c. Installation of signage
- d. Health and Safety compliance fittings and installations

3. PHASE 1

- e. Making good prefabricated units, including internal plumbing fittings, electrical and mechanical installations

4. PHASE 2

- f. Clinic to move/decant temporarily into prefab accommodation
- g. Completion of snags and outstanding work
- h. Floor and wall finish installation
- i. Installation of Ironmongery
- j. Making good existing installations

5. PHASE 3

- k. Clinic to move into completed phase I of the building
- l. Demolish/remove prefab structures
- m. Civil and site works
- n. Phase II of the clinic building to commence and be completed

6. SPECIALIST SERVICES

Specialist sub-contracts will be required for the following:

- a. Electrical installation including standby generator.
- b. Access control.
- c. Fire detection.
- d. HVAC installation.
 - I.T. reticulation & security



For a more comprehensive and complete Scope of Works, please refer to the relevant Section of the Tender Document.

11.3 Structure and Organization of H&S Responsibilities

Notification of Construction Work

Once appointed, the Principal Contractor shall complete the Notification of Construction Work form as stated in the Construction Regulations. Notification of Construction Work, must obtain the Client's signature for submission to the **Craddock Regional Office of the Department of Labour**. Proof of receipt and acknowledgement from DOL should be kept on the Safety File at all times.

11.4 Health and Safety Plan Framework

The H&S aspects related to the project outlined in the previous sections are to be considered when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project. The current legislative requirements, SANS codes and any other standards that may guide practice are to be fully implemented as required.

The following aspects must be addressed in the H&S Plan, as they have been identified in section 2, as playing a role in reducing the overall risk of an activity, or section of the project:

- The H&S Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time;

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

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

Such layouts are to be updated regularly throughout the project.

11.5 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Construction Manager (OHSA 16.2). Knowledge and



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training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs. All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met. All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

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

11.5.1 Construction Supervision

Competent construction supervisors should be appointed to manage part or all the works and have training and/or experience around responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.). Construction manager (CR8.1) is to be full time on site, for a single site. Curriculum Vitae (CVs) are to be submitted for approval by the Client or its appointed representative.

The Construction Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

11.5.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time H&S Officer who is registered with SACPCMP as a Construction Health and Safety Officer (CHSO) for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent or the Client.

The PC is to ensure adequate resources are provided to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.). Qualifications shall include at least Grade 12, SAQA approved training in Occupational Health and Safety, with exposure to civil engineering and/or building that is appropriate, but at least of two year's duration given the level of project complexity preferably in an OHS capacity. The health and safety officer must provide proof of registration with the **SACPCMP**.

He should also have undergone training in the Act and Regulations. In the case of a contract where sub-contractors are employed, the H&S officer must have a competence to evaluate the sub- contractors Health and Safety plans and be in possession of a valid driver's license.

This person may not hold any other position on the site. The construction supervisor may not act as the H&S Officer. The H&S Officer/s will be held responsible for all H&S on the project. All staff members on site are to follow systems, instructions etc. given by the H&S Officer at all times. No new workers or sub- contractors may commence work without approval or following the H&S plan as submitted, and no inductions of Contractor staff until the H&S documentation is approved by the H&S Officer. The H&S Officer/s may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent, and



appointed Safety Officer.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent/Client and the H&S Officer. An example of the monthly report is attached as an **Annexure C**. The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as **Annexure B** to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract. Failure to do so will be considered a serious offence and penalties applied.

11.5.3 Traffic Safety

The PC is to ensure that the route for Emergency Vehicles is always accessible. The H&S Officer will be responsible for ensuring that daily traffic management is adequately managed. No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc.

Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed. Should there be a need for road crossings for underground services, the Principal Contractor shall prepare a Traffic Accommodation Plan for approval by the Engineer/Designer. The standards of the SARTSM Ch. 13 Vol. 2 will be used. Any changes suggested, or required are to be discussed and approved by the Engineer/Designer. Additional care must be taken where workers and public interface. Penalties will be issued for non-compliances noted.

11.6 Construction Vehicles

Vehicles shall not enter site with:

- Defective exhaust systems;
- Serious oil or fuel leaks;
- Unsafe bodywork or loads;
- Non-standard equipment fitted;
- Improperly seated passengers;
- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren and shall be inspected by the operator daily. No person shall be permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place thereon provided for that purpose.

11.7 Health and Safety Representatives and H&S meetings

H&S Representatives are to be full time employees of the Contractor on the project. H&S Representatives representing workers and Contractors are to be



appointed following the start-up of the project, irrespective of the number of workers on site. The appointed H&S Representatives will have the required competency training as a SHE Rep. The H&S Representatives are to be actively involved with H&S and will assist the H&S Officer and site management in meeting legislative duties. The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues. Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

11.8 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Client's minimum standards and all legislative requirements. All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.

The Principal Contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work. The same H&S standards required of the PC are to be applied to all sub-contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times.

Where the ECDoh appoints Direct Contractors, or uses the Maintenance staff to carry out works in the site area, the ECDoh is to ensure that the appropriate competent persons are responsible for supervising & controlling the work being undertaken. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

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

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

- ✓ Mandatory agreements in place;
- ✓ Letter of Good Standing;



✓ Method statements and risk assessments

Available information relative to:

- Load testing and registers for cranes or lifting devices;
- Medical certificates of fitness;
- Safety data sheets (SDSs).

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

12 GENERAL RISK MANAGEMENT

12.1 Health Risks and Medical Surveillance

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including sub-contractors) are to be included in the medical surveillance programme.

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

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

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

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

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

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

Due to the nature of the work at hand and the possibility of some pipework, some workers might be exposed to Hazardous Biological Agents (HBA). All those that could potentially be working on live sewer/water pipelines should be given relevant vaccination (Hepatitis A and B etc.). Failure to do so will be considered a serious offence.



12.2 General Environmental Conditions

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

Any spillages of substances which could be toxic to persons must be dealt with adequately. The Contractor must include his spillage removal system in the OHS Plan.

12.3 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as greater than 85dB. Audiometry records are to be available in the H&S file. Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 db. Failure to do so will be considered a serious offence.

12.4 Emergency Preparedness and Response Procedures

The Principal Contractor must prepare a detailed site-specific Emergency Preparedness & Response Plan for the site and submit for approval by the Client / Principal Agent prior to commencement of work on the site. It is advised that the system should be simple and easy for any worker to follow.

The plan may be adapted should new information or risks are identified. The procedures for dealing with the emergency evacuation of staff must be agreed upon with Bhongweni Clinic Management Representatives.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens; Lists of first aiders, and:
- Fire;
- Explosions;
- Public injury and motor vehicle accidents;
- Falls from heights;
- Serious injury to workers (medical or work-related); and



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- Any other major risks identified during risk assessments

The emergency preparedness and response plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The general principles of emergency management are to be applied as it applies to the hierarchy of control and management.

The Contractor will provide the Principal Agent with the following information regarding their response plans for dealing with emergencies:

- Contact person;
- Details of emergency services

Action to be taken in event of an emergency:

- Fire;
- Accident;
- Damage to Bhongweni Clinic services;
- Hazardous substances.

Person to be notified in the event of an accident or emergency:

- ✓ Mrs. N Mcopele - Eastern Cape Department of Health
0833782014;

12.5 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project. At least 1 worker is to be trained to level 3. First aider is to be available at all times and be able to cover each working team. Further first aiders from the community or SMMES, If not already accredited, are to be sent for accredited first aid training.

Appointed Contractors are expected to ensure compliance and manage their own first aiders and equipment. Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

12.6 Fires and Emergency Management

Attention to emergency preparedness and response planning and procedures is very important. The full emergency preparedness and response plan must form part of the supporting documentation with the H&S Plan. The H&S Agents approval of all emergency preparedness and response plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified. First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:



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- ✓ Appointment of a competent emergency response co-ordinator and wardens;
- ✓ Lists of first aiders, and
- ✓ Requirement in terms of identified risks:
 - Fire;
 - Explosions;
 - Falls from heights, and
 - Motor vehicle accidents.

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

The emergency preparedness and response plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur. Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers.

Hot work permits are required for any such activities. Their position is to be shown on the sketch plan of the site.

12.7 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Client /H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report. Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

12.8 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable.

The PC shall ensure that all workers (Including Contractors) are issued with and shall wear as required; the first 3 items are mandatory for all workers:

- Hard hats;
- Steel-Toe Protective footwear;
- Reflective jackets (no bibs);
- Overalls that ensure worker visibility
- Eye protection;
- Hearing protection;
- Safety Harnesses and any other required Fall Arrest Equipment when working at heights;
- Respiratory protection (minimum of FF2), and



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- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval. The Contractor shall carry adequate stocks of Hi-visibility Jackets and hard hats for visitors. Any person (including Client, and Professional Team) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn. Failure to comply will result in penalties being applied.

12.9 Occupational Health and Safety Signage

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

Signage is to be noted on the site drawings indicating where fixed/temporary signage is required. Temporary signage is to include (but not be limited to) the following:

- 'Report to site Office';
- 'Construction Work in Progress';
- 'Warning: Construction Site – Keep out' or similar;
- 'Site Office' (if relevant);
- 'Hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles);
- Emergency Assembly Point or Points;
- No Unauthorised Entry;
- Smoking Area; and
- Fire extinguishers.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements. The Contractor shall establish a system for controlling and recording entrance to the Site office and camp area. Failure to comply will result in penalties being applied.

12.10 Induction of Employees and Visitors, General H&S Training

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

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file. Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

12.11 Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person/visitor working on or visiting the site, as well as the work areas, shall be made aware of the dangers likely to arise



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from site activities, including the precautions to be taken to avoid or minimize those dangers.

The Principal Contractor shall ensure that appropriate Health and Safety notices and signs are posted where required and at relevant strategic locations.

Both the Principal Agent and the Contractor have a duty in terms of the Occupational Health and Safety Act to do all that is reasonably practical to prevent members of the public and site visitors from being affected by the work activities. Visitors to site/work areas should at all times be accompanied by a member of staff on site.

Warning notices are to be provided at the main entrance gates to the facility notifying that construction work is taking place within the perimeter of the facility. Further notices to should be place in the specific work areas inside the clinic as people are working.

Warning notices regarding the movement of workers and materials are to be posted externally between the Contractor's yard area and the service entrance.

The site/work areas must be suitably hoarded/Fenced-off at all times with a limited number of restricted and controlled access points. Adequate notices are to be displayed. Hoardings/Fencing-off are to be inspected daily and gates monitored during working hours and locked at the end of each work day.

12.12 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health & Safety file. All Contractors must comply with this minimum requirement. At least one of the Toolbox talks shall include an environmental related issue.

The Principal Contractor is to ensure that the relevant staff at Bhongweni Clinic are kept informed of any change in the situation regarding the risks and hazards relating to the construction work on the site.

13 MANAGEMENT OF PLANT AND EQUIPMENT

13.1 Construction Plant

Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment. The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993, Construction Regulations 2014, and all other relevant Regulations and Standards.

The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent (certified) persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proof of medical certificate of fitness and proof of competency as required by the Construction regulations are available for inspection by the Client.

13.2 Plant & Equipment

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work.

Full lists of hired and own plant are to be available at the H&S Agent's/Client audit.



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All daily inspection records are to be kept in the H&S file where plant and equipment is brought on to site. Registers are not to be more than 1 week behind.

13.3 Operators

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file. Failure to do so will be considered a serious offence.

13.4 Machinery and Power Tools

Only authorized competent persons are to operate machinery and power tools.

Appropriate PPE and clothing must be provided, used and maintained. No unsafe / dangerous equipment or tools may be brought onto, or used, on the site. The Client / Principal Agent reserve the right to inspect all tools and equipment at any time and to prevent / prohibit their use, if found to be unsafe, without any penalty to the Client and without affecting the terms of the contract in any way. The Contractor may not use any machinery or power tools belonging to Bhongweni Clinic.

13.5 Portable Electrical Tools/Equipment and Explosive Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order.

The Principal Contractor is to ensure that extension cables and temporary power supplies do not impede access ways or escape routes.

Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall ensure the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times;
- PPE and clothing are provided and maintained;
- Electrical cords must be free from any damage;
- Electrical tools & equipment may not be exposed to water;
- A register indicating the issue and return of all explosive round;
- Ensure that the cartridges and explosive tool is lock up separately;
- Signs to be posted up in the areas where explosive powered tools are being used. **(WARNING - EXPLOSIVE POWERED TOOL IN USE - KEEP CLEAR);**
- Ensure that prior arrangement is made with the Bhongweni Clinic Maintenance Supervisor or relevant manager before any explosive powered tools are used.

13.6 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply.



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The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. This includes medical certificates of fitness to operate construction vehicles and appointment of the operator. All relevant Contractors must ensure the same.

Daily inspections must be recorded by each operator. A copy of the machines service logbook & planned maintenance schedule must be supplied with the machine.

Operators must be trained on the relevant risk assessments and safe working procedures.

The hired plant company must provide proof of registration with Workman's Compensation or FEM before delivery of plant to site. The Hire Company must be required to sign a 37(2) Mandatory Agreement with the hire company before commencing with work. (Applicable if an operator is supplied with the machine).

13.7 Vessels under Pressure and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

They must be stored in a wire mesh, faced, shaded, ventilated, approved surfaces and lockable facility with all the necessary gas, prohibition & warning signs posted and as far as possible positioned away from buildings/establishment. Storage area must be free from combustible material or any other materials.

No smoking or naked flame signs posted as well as sufficient firefighting equipment.

Cylinders must be stored in rows with aisles in between for easy removal in event of a fire and should be properly chained. Different types of gasses will be stored separately in an upright position, separately secured and the type of gas displayed identified with appropriate signage. Knocking or falling of cylinders must be prevented when moved. Before a cylinder is moved without suitable truck or trolley, the cylinder valve will be closed, and the regulator removed. Only approved cylinder crates/cradles will be used. Cylinders may not be transported with magnet cranes.

Cylinders may never be used as rollers, even if they are marked empty.

Cylinders may never be exposed to electrical circuits, e.g. welding leads. Never strike an arc on a cylinder. Cylinders must be protected from direct sunlight or areas that could cause the cylinder to overheat.

Keep cylinders away from cutting work to stop sparks or hot slag from reaching them. As with compressed air only use oxygen for the purpose for which it is approved. May not be used for pneumatic tools or inflation of tires as an explosion could occur. Oxygen cylinders must be stored at least 5m away from other flammable gas cylinders. Flashback arrestors must be fitted to the torch and the cylinder. Empty cylinders must be marked as such and removed daily to a separate approved storage area.

Cylinders may only be allowed on site in an approved trolley, properly secured and with a 1.5kg dry powder fire extinguisher within 2m of the cylinder. Flammable and oxidizing gasses may not be stored together, and greases/oils may never be allowed to come in contact with Oxygen.

Visual inspections will be done by the appointed HCS Controller to ensure that substandard vessels are not delivered and stored on site.

Pressure vessels must have a certificate of manufacture as well as a service



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inspection test certificate issued at intervals not exceeding 36 months.

These certificates will need to be submitted to the Safety Department on site.

13.8 Hand tools

No handmaid or damaged tools may be used on site. The Principal Contractor needs to exercise control over all contractors on site. Hand tools may only be used for its intended purpose.

A competent person must be appointed to inspect hand tools monthly. Inspections need to be recorded on a register and each tool identified with a unique number.

13.9 Inspection of equipment and tools.

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

- First Aid dressing registers
- Fire equipment
- Lifting equipment
- Lifting Gear
- Concrete Bucket
- Slings and chains used for lifting
- Portable electrical equipment
- Stacking and storage inspections
- Explosive power tools
- Hazardous Chemical Substances (HCS)
- Materials hoists (where applicable)
- Pressure Vessels
- Ladders
- Excavations
- Safety harnesses
- Scaffolds - static and mobile.
- Pneumatic tools
- Construction vehicles and mobile plant.
- Health and Safety Representatives checklists.

13.10 Ladders and ladder work

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base. All ladders that do not comply with Health and Safety standards are to be removed from the site immediately.

13.11 Cranes and lifting equipment

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (CR 20).

Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.



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There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, considering that all lifting machinery has a safe working load clearly indicated, are clearly marked with a unique number and safe working load.

Regular inspection and servicing is carried out as per the following timeframes:

- Lifting Machinery load test – every 12 months;
- Lifting Machinery Inspection & service – every 6 months;
- Lifting Tackle Load test – every 12 months;
- Lifting Tackle Inspections – every 3 months.

Ensure that records are kept of inspections and of service certificates. Any plant or slings used to lift plant or material requires annual load testing by an AIA, and all certificates must have the testers LMI/E number.

There is proper supervision in terms of rigging & guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

13.12 Tower Cranes

Due to the scope of work at hand on this project, it is not envisaged that Tower Cranes will be required or used. Should there be a need an addendum to the Specification will be issued in order for the contractor to comply with.

13.13 Overhead Work & suspended loads

All overhead work & suspended loads must be safely executed and controlled under supervision. The area around suspended loads must be barricaded to prevent unauthorized entry of persons whom is not part of the task.

Workers may not be positioned under a suspended load at any given time.

To control overhead work the Principal contractor must ensure that Workers secure all materials & equipment to prevent articles falling from above onto workers below.

13.14 Temporary Works (Scaffolding, Support Work, Formwork)

The Principal Contractor shall ensure that the provisions of Regulation 12 of the Construction Regulations are adhered to.

These provisions must include but not be limited to the appointment of a competent supervisor; ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter, daily until the formwork and support work has been removed. Temporary works must be properly designed and signed off by a competent person prior to each pour. Signing-off will serve as confirmation that shuttering/formwork/support work has been erected as per the approved design and it is safe to be used for the intended purpose.

In these instances, a competent person is defined as a Professional Engineer or Professional Technologist (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design.



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The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and H&S Agent.

Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/H&S Agent.

Failure to do so will be considered a serious offence.

13.15 Batch Plants

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

The layout of the batch plant and movement of plant is to be provided on an appropriate drawing. The added requirement of Chest X rays for workers is to be added to pre-employment and possibly exit medicals, unless the workers are already on a system of medical surveillance.

14 WORKING PROCEDURES

14.1. Site Works and Excavations

A competent person is to be appointed in writing to supervise the Site Works and Excavations. A method statement on procedures relating to the diversion of existing services and the maintenance of services to the existing facilities is to be agreed between the Contractor and the Principal Agent prior to the commencement of the work where applicable. The Contractor is to ensure Risk Assessments & Safe Working procedures have been communicated to the workers before any work is commenced.

14.2. Excavations

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

Excavation method statements are to be approved by the Designer and associated risk assessments are required. All Excavations are to be properly barricaded and demarcated. Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths unless battered/sloped at the maximum angle of repose measured relative to the horizontal plane.

Undercutting is not allowed.

Excavated material shall be placed at least 2m from the edge of an excavation.

A close watch shall be maintained at all times for signs of slipping, (e.g. cracks developing at the edges of the excavation). Any Excavations over one metre in depth are to be properly shored up in accordance with the requirements of the Civil / Structural Engineer. The requirements as per regulation 13 of the Construction Regulations must be adhered to. Designs by competent persons are required where ground conditions are deemed to require shoring. A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.



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The Contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

Every contractor who performs excavation work shall –

Take suitable and sufficient steps to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation. Not permit any person to work in an excavation which has not been adequately shored or braced: If shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that - Permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be. Take steps to ensure that the shoring or bracing contemplated is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question.

Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing.

Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons.

Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

Ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved. Cause every excavation, including all bracing and shoring, to be inspected by the competent person contemplated in the sub regulation:

- Daily, prior to each shift.
- After every blasting operation.
- After an unexpected fall of ground.
- After substantial damage to supports.
- After rain.

This is to be done in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request.

Cause every excavation which is accessible to the public or whereby the safety of persons may be endangered, to be:



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- Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable;
- Provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- Ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No. R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;
- Ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed;
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and health facility. Work will be stopped, and penalties applied to any work in excavations that are not compliant.

14.3 Working at Heights

A fall protection and rescue plan is to be available and supplied as an addendum to the H&S plan. The fall protection and rescue plan must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085;
- SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements.

The PC is to note if such work is to be contracted to specialists in the H&S Plan.



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The plan is to be developed and work managed by a competent person for the duration of the project. Such plan should include rescue operation in case of a fall.

The following aspects must be included:

- The public is to be protected at all times by way of hoarding, barricading or fencing;
- Notices to be posted;
- Restrictions or stoppage when weather conditions are deemed hazardous;
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency preparedness and response plan regarding rescue
- All workers are to be in possession of valid certificates of fitness that extend for the duration of the works.

Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped, and penalties imposed to any work at heights that is not compliant.

14.4 Edge protection

The Principal Contractor must ensure that all edges and openings are guarded and barricaded at all times until permanent protection is erected. Special care and preventative measures must be implemented to prevent edge falls when erecting/dismantling shutters, as well as during Steel-Fixing activity.

The protection must be visibly marked, and sign posted.

14.5 Piling

It is not envisaged that piling will take place on these sites.

14.6 Asbestos removal/replacement of roof / sheeting

No Asbestos material will be used in this project.

14.7 Mechanical installations

All mechanical installations are to be carried out in conformity with the manufacturer's instructions. Method statements and risk analyses must be compiled for each type of installation. A competent person must be designated to supervise the work. In cases where removal of existing equipment in the existing structure, Lock-out Procedure should be prepared, submitted for approval and further be implemented at all times.

14.8 Electrical work

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



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Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

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

A "lock out" sign shall be displayed when the apparatus is not in use. Method statements and safe work procedures will be required for all work involving electrical apparatus. The electrical contractor prior to any connections to the mains shall communicate with the relevant Bhongweni Clinic Maintenance Representative & Engineer and arrange the necessary Shutdown or Isolation (Lock-out).

Any appointed competent Electrical Contractor for this work should be made aware of the work done by the previous Electrical Contractor which cannot at this stage confirmed to be safe for use. Due diligence by means of testing the electrical installation is of outmost importance for the Electrical Contractor to be appointed.

14.9 Demolition Works

All Demolition Work of Walls (Internal/External) must be conducted in accordance to the requirements of Construction Regulations 2014.

15 AUDITING

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

The PC will ensure that all their Contractors are audited at a frequency determined by the H&S Agent. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

Comprehensive audit reports are to be made available, the format of the audit reports is to be acceptable by the H&S Agent. The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site.

Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured.

Full compliance is required. Time limits for corrective actions will be set and must be adhered to. Failure to address findings or non-conformances will be considered a serious offence.



16. OCCUPATIONAL HEALTH

16.1 Communication on Site

All H&S communication during the project between the H&S Agent and the PC will be done through the Principal Agent and be in writing, including the issue and responses to non-conformances and H&S audit results. Failure to address issues timeously will be considered a serious offence.

16.2 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter will be provided for workers at all times. Existing Toilets of the Bhongweni Clinic are not for the use of construction workers. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file. Failure to ensure compliance will be considered a serious offence. High levels of humidity and temperatures during the summer months may be experienced. Workers are at greater risk of heat exhaustion where the discomfort index rises above 100.

A weather station has been allowed for to monitor temperature and humidity specifically. Should the discomfort index rise above 105, work may be partially or totally stopped. Workers must be supplied with adequate protective clothing and shelters provided as necessary. Flooding may occur during the rainy season.

High winds may be experienced and to limit dust or danger when working at heights, a wind speed is set at maximum of 40km/h which work may be stopped or the workers in an affected area moved.

The emergency preparedness and response plan is to include how these and other weather extremes identified are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

All decisions regarding work stoppage will be decided between the PC, the H&S Officer and the Engineer or Principal Agent.

Failure to manage specific conditions or address issues timeously will be considered a serious offence.

16.3 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies. No person can work or access site if under the influence of alcohol or other substances that could impact on their own or others safety.

The PC is to have a drug and alcohol policy available to manage such instances. These requirements are applicable to any employee of any organization providing services on site. Penalties may also be imposed by the Client, OHS Agent, Engineer or Principal Agent.



16.4 Rules of Conduct.

- I. Workers MAY NOT partake, possess or sell drugs or alcoholic beverages on site or anywhere in the hospital precinct;
- II. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site;
- III. Workers MAY NOT indulge in practical jokes, horseplay, fighting or gambling;
- IV. Workers MAY NOT destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers;
- V. Workers MAY NOT bring onto site or have in their possession a firearm or lethal weapon;
- VI. Workers MAY NOT assault, intimidate or abuse any other person;
- VII. Workers MAY NOT operate construction equipment (vehicles or plant) without the necessary training and authorisation;
- VIII. Workers MAY NOT display insubordination toward any Supervisor, Foreman or Manager in respect to carrying out of properly issued instructions or orders for Health and Safety reasons;
- IX. Workers MAY NOT enter any area where they have no business unless authorised to do so by the person in charge;
- X. Workers MAY NOT negligently, carelessly or wilfully cause damage to property of others;
- XI. Workers MAY NOT refuse to give evidence or deliberately make false statements during investigations;
- XII. Workers MAY NOT work on site without appropriate induction training & proof thereof;
- XIII. The Contractor MAY NOT start any task without performing a risk assessment & training of the employees who will be involved in the work;
- XIV. All workers are to display their identification tags at all times;
- XV. NO SMOKING will be permitted within 100 meters of the Bhongweni Clinic;
- XVI. Workers are NOT to interfere with the duties of the Bhongweni Clinic they are working in;
- XVII. The Principal Contractor shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the Occupational Health and Safety Act, Construction Regulations 2014, and any other relevant Regulations or Standard;
- XVIII. The Principal Contractor shall ensure that all records of incidents/accidents, emergency procedures, training, inspections, audits, etc., are kept in the Health and Safety file;
- XIX. The Principal Contractor shall ensure that all Subcontractors maintain the Health and Safety file.

16.5 Compliance with the Rules of Conduct.

The Principal Contractor, Contractors and all employees under their control, including any visitor brought onto site must adhere to the rules of conduct on site, as listed in this specification.



Project Title- BHONGWENI CLINIC PHASE 1: COMPLETION OF RENOVATIONS AND EXTENSIONS.

These Rules of Conduct must also be adhered to by any of the following who visit the Site:

- ✓ Professional Team
- ✓ Bhongweni Clinic Management and Staff
- ✓ ECDoH Employees
- ✓ Direct Contractors
- ✓ Trade Representatives
- ✓ Any other visitors to the Site.

17 SAFETY RULES WITH RESPECT TO WORK TO HEALTHCARE FACILITIES

All persons on the premises shall obey the ECDoH & Facility's Health and Safety rules, procedures and practices. No smoking will be permitted within the buildings.

All work shall be carried out within normal working hours except certain essential works which may need to be carried out after hours or over weekends – arrangements for such work to be agreed in advance between the Contractor and Principal Agent.

All workers are to be instructed in and familiarise themselves with the existing emergency and safety procedures and to co-operate in any drills or exercises which might be held by the Bhongweni Clinic. Emergency / Firefighting equipment belonging to the premises is not to be interfered with. Emergency Exits and Escape Routes, including Temporary Escapes Routes are not to be obstructed.

No persons shall carry out or initiate an unsafe / unhygienic act or operation whilst on the premises. Workers are not to interfere with the duties of the Bhongweni Clinic Staff. The Contractor shall maintain good housekeeping standards in the areas being worked on throughout the duration of the contract.

All waste / scrap materials are to be removed from the work areas on an on-going basis and should not be allowed to accumulate. The ECDOH and Bhongweni Clinic Management reserves the right to act in any way necessary to ensure the safety and / or security of any persons or equipment on its premises and will not be liable for any costs incurred or loss evoked by such actions.

The ECDOH and Bhongweni Clinic Officials reserves the right to search all vehicles entering, leaving or parked on the premises and to inspect any parcel, package, handbag, tog-bag or suitcase. The Bhongweni Clinic reserve the right to search any person entering or leaving the Bhongweni Clinic premises. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

All workers must wear proper identification labels at all times – The Contractor will be asked to remove persons without identification from the premises. The Contractor will not be permitted to use any tools or equipment belonging to the Bhongweni Clinic. The Contractor is to ensure that noise is kept to a minimum so as not to unduly interfere with the functioning of the adjacent facilities.

The Contractor is to ensure that dust from the works is properly contained so as not to cause problems with the normal functioning of the adjacent facilities.



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18 PROJECT SPECIFIC RISKS

- Working in the existing Bhongweni Clinic Yard and Building with normal health care operations throughout the contract period;
- Working with and around existing known and unknown services;
- Working with new electrical installations done by other contractor with potentially no Certificate of Compliance (COC);
- Exposure to Excessive Dust;
- Working on excavations;
- Community unrest due to issues emanating from previous contractor
- Working at height during brickwork, concrete works, roof work, etc.;
- The limiting of noise & vibration from construction activities;
- Working in confined spaces;
- Restricted Contractor's yard area;
- Possible exposure to HBA and/or unknown buried Medical Waste;
- Restricted access in some facilities for construction vehicles and deliveries of materials;
- Work with Mechanical Lifting Equipment while hoisting heavy metal equipment & materials;
- Stripping and Installation of heavy Mechanical and Electrical Equipment;

19 PROCEDURES TO MANAGE PROJECT RISKS

- Ensuring that all workers and facility staff are properly inducted;
- Ensure that all Social Facilitation requirements are met prior and during construction;
- Ensure that communication processes are clear to all affected and relevant stakeholders;
- The provision of temporary, dust proof, hoardings to isolate the work areas;
- Provision of Industrial Extractor Fans and Dust Screens when generating dust inside the building;
- The use of closed bin trolleys/chutes for the transport of materials and rubble;
- Ensuring that the Principal Contractor has proper site management, site security and control measures in place at all times;
- Ensuring that there is ongoing liaison between the Principal Contractor and the Facility Management.

20 HEALTH AND SAFETY PLAN & FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file.

The H&S file is required to be prepared in a logical manner, and documentation filed within the file is to be easily accessible.



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

- 1.** The Project Specific Health and Safety Specification;
- 2.** Scope of Works;
- 3.** The H&S Plan and the approval by Client;
- 4.** Appointment by Client with CR5(1)(k) appointment;
- 5.** Mandatory agreement with Client;
- 6.** Notification of construction work/Construction Work Permit;
- 7.** A record of all working drawings, calculations and design where applicable;
- 8.** Detailed list of Contractors with contact details, appointments, Mandataries etc., H&S specifications issued;
- 9.** Record of Competencies (CVs) and appointments;
- 10.** Training Records;
- 11.** Permits;
- 12.** Method statements;
- 13.** Risk assessments;
- 14.** Safe work procedures;
- 15.** Emergency and injury management;
- 16.** Safety data sheets
- 17.** Medical surveillance records;
- 18.** Registers;
- 19.** Records of audits, minutes etc.
- 20.** Plant lists
- 21.** Temporary electrical installations
- 22.** Employee records (who is on site).



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21 **NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation. In a case of repetitive non-conformance on site, penalties will be imposed against the Principal Contractor.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor	Legal non-conformances identified during the previous	Non-compliance with traffic accommodation



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condition during inspections	audit and not addressed within the agreed time frame	requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

22 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- A penalty as shown in the Table above shall be deducted for each occurrence of non-compliance with any of the requirements of the PSHSS.
- In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer.
- The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects.
- Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

23 MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

23.3 **Item and Unit**

1. **C.01 - Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))**

23.3.1.1 The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

2. **C.02 - Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))**

23.3.2.1 The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following:

23.3.2.1.1 The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.



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23.3.2.1.2 The Principal Contractor has made the required initial Appointments of Employees and Contractors.

23.3.2.1.3 The Client has approved the Principal Contractor's project Health and Safety Plan.

23.3.2.1.4 The Principal Contractor has set up his Health and Safety File.

3. C.03 - Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))

23.3.3.1 The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time.

23.3.3.2 Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit.

23.3.3.3 This will include the updating and administration of the Health and Safety file.

4. C.04 - Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

23.3.4.1 The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them.

23.3.4.2 Subcontractors are responsible for their own costs in this regard.

23.3.4.3 Any items of PPE not included on the list will be paid for only after the Engineer has agreed to their acquisition.

23.3.4.3.1.1 Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type.

23.3.4.3.2 Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

23.3.4.4 Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

5. C.05 - Provision of Full Time Construction Health and Safety Officer (Month)

23.3.5.1 The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime-bases.

6. C.06 - Costs of Medical Surveillance (Unit (No))

23.3.6.1 This item shall cover all costs in involved in the obtaining of baseline medical examinations of temporary labour, including operators for mobile plant as contemplated in CR 23(d) (ii); for temporary workers and workers exposed to noises at or above the



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limits given in the Noise-induced Hearing Loss regulations, as stipulated.

- 23.3.6.2** Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.
- 23.3.6.3 C.06 a)** Initial (baseline) medical examinations, including audiometric and lung function testing.
- 23.3.6.4 C.07 - Induction Training (Unit (No))**
- 23.3.6.4.1** This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required.
- 23.3.6.4.2** Payment will be made on the figures contained in the induction section of the Health and Safety File.
- 23.3.6.5 C.08 - Provision of First Aid Boxes. (Unit (No))**
- 23.3.6.5.1** The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.
- 23.3.6.6 C.09) Establishment of noise levels (Unit (No))**
- 23.3.6.6.1** This item shall cover all costs involved in the establishment of noise zones, including any workshops, in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations.
- 23.3.6.6.2** Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.
- 23.3.6.7 C.10 - Submission of the Health and Safety File. (Lump Sum)**
- 23.3.6.7.1** Expenditure under this item shall be made in accordance with the general conditions of contract.
- 23.3.6.7.2** This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.
- 23.3.6.7.3** This must be done prior to the issue of a Certificate of Completion.

RESPONSIBILITY	SIGNATURE	DATE
H&S AGENT SIGNATURE:		28/08/2023
CLIENT SIGNATURE:		



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ANNEXURE A CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an incident that has led to property damage, personal injury, and/or fatality. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Project Scope of Works
- c) Principal Contractor's OHS Plan(s)
- d) Organograms
- e) Legal Appointments
- f) List of all employees employed on a permanent or contractual basis over the duration of the contract
- g) Notification to Department of Labour of commencement of work
- h) Letters of Good Standing for the Project
- i) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- j) Incident Records
- k) Non- Conformance records
- l) Agent's Audits
- m) Method Statements
- n) Risk assessments
- o) Safe work procedures
- p) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- q) All drawings for temporary structures (suspended beams/scaffolds etc.)
- r) All operating manuals for any systems that require on-going maintenance
- s) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy of drawing records for the as-built drawings are to be placed on file by the Designers once complete.



ANNEXURE B NON-CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON-CONFORMANCE NO		
AGENT:	PROJECT:	
Consultant:	Date and time:	
Client	Area:	
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
OTHER:		
The following penalties are to be applied:		
Signature of H&S Officer/Site Agent		
Signature: of H&S Agent		

ANNEXURE C:

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

[illegible]

10	GENERAL	

Health and Safety Officer: _____Signature: _____

Date: _____

Construction Manager: _____Signature: _____

Date: _____

C.12 BASELINE RISK ASSESSMENT

		Bhongweni Clinic Phase 1:Completion of Renovations and Extensions											
	PROJECT												
	BASELINE RISK ASSESSMENT												
	DATE	28 August 2023									low	med	high
	SCMU0-00/00-0000-HO										1	4	12
	Risk Rating multiplier: Low = 1; Medium = 2; High = 3										2	6	18
											3	8	27
Note, this HIRA is a guide only and does not cover all risks. It must be read in conjunction with the Site Specific OHS Specification in the Contract document. The Contractor must supply a full risk assessment for all activities on site					Baseline risk					Residual risk			
REF where appropriate	OPERATION	HAZARD	Design Risks identified as present	Describe the obvious control measures to be part of design	Likely consequences of an incident	Frequency of Exposure	Probability of harm	Risk rating and risk category	Extra control measures necessary to reduce risk / Redesign by Client and / or Designer	Likely consequences of an accident	Frequency of Exposure	Probability of harm	Risk rating and risk category
	SITE ESTABLISHMENT												
	Existing Services	Electrical	Contact with electrical cable overhead-causing electrocution	erect warning signs, inform workers	2	2	3	12	Experienced supervision by site staff and Engineer . Obtain As-built Drawings of Existing power lines.	1	2	2	4
			Contact with underground cable	erect warning signs, inform workers	3	3	3	27	Experienced supervision by site staff and Engineer . Obtain As-built Drawings of Existing underground cables. Prepare a Issue-Based RA on Locating and exposing underground electrical services.	3	2	2	12
			Use of equipment under cable	erect warning signs, inform workers no work under cable without permission and compliance with ESKOM requirements	3	3	3	27	Experienced supervision by site staff.	3	2	2	12
		Water & Sewer	Underground pipes	care in excavation	3	2	2	12	Experienced supervision by site staff . Obtain relevant drawings for known underground services	2	2	1	4

		Telephone	Overhead cables	erect warning signs, inform workers	1	3	2	6	Experienced supervision by site staff and engineer . Physical Identification of Telecom lines prior to commencement of lifting activity.	1	1	1	1
	Clear site	Use of substandard hand tools	May be broken or improperly used	check tools for quality regularly	2	3	3	18	Correct PPE, Trained supervision	2	3	1	6
	Clear site		ergonomic risks	Rotate work	2	3	3	18	Ensure workers fit for work. Proper supervision	2	3	1	6

		Use of substandard Mechanical plant (Excavators, TLB, etc.)	noise induced hearing loss	see above	2	2	3	12	Proper supervision, operator training, Correct PPE including ear defenders/plugs	2	2	1	4
			plant striking person		3	3	3	27	warning lights and reverse hooter, trained operator, trained supervision	3	2	2	12
			Plant striking object/overturning		3	3	3	27	Proper supervision, operator training, Establishment of noise zones by AIA. Correct PPE including ear defenders/plugs	3	2	2	12
Environmental and facilities Regs	Waste Management	Use of temporary toilets	Health Issues	Use of chemical Toilets, at least one per 20 workers male and female separated	2	2	3	12	No Formaldehyde in chemicals. Serviced and cleaned at least once weekly	1	2	1	2
		coming into contact with buried medical waste	personal injuries and exposure to HBA	Request possible information on any possible medical waste buried on site before.	3	2	2	12	Always be vigilant and look for possible clues of medical waste buried underground when excavating. In a case that such waste is found, stop the operation at that particular area, barricade and report it to the Client.	3	2	1	6
		Incorrect Waste disposal	Health and Environmental issues	All waste properly disposed of to certificated Waste Disposal Site	2	2	3	12	No burning of cement bags or other refuse on site. Site to be kept tidy. Removal of all waste at regular intervals. Waste Disposal Certificates to be kept on file.	3	2	1	6
	Erect Offices	Use of lifting equipment	load falling/ injury to persons	Ensure lifting gear tested and certificate supplied qualified. No work under load area	3	3	3	27	load tested lifting gear and crane. Competent operators, Warning light and reverse hooter. Medical surveillance for operator.	2	3	2	12
	Fencing	Excavation of post holes	Improper use of tools	Training of workers	2	2	2	8	Ensure workers fit for work. Proper supervision	2	2	1	4
		Erection of posts	Improper use of tools	Training of workers	2	2	2	8	Ensure workers fit for work. Proper supervision	2	2	1	4

		Wire straining/fixing	Wire breaking injury to persons	Training of workers	2	2	2	8	Ensure workers fit for work. Proper supervision	2	2	1	4
	Public access	Persons in dangerous areas	injury to persons	Separate general public from construction area	3	2	2	12	Spec to require: Access control. Induction for visitors. Security control. Safety Notices.	3	1	1	3
	Use of small electrical tools	Contact with electricity	Electric shock	Certificate of Compliance for electrical supply	3	2	2	12	Ensure all connections secure, no breaks in cable. Proper routing of cables on site	3	2	1	6
CONSTRUCTION MOBILE PLANT & EQUIPMENT													
CR 23	Use of Construction mobile plant & equipment	Struck by vehicle	Injury to persons	Vehicle fitted with acoustic warning devices, hooter and reverse warning	3	3	3	27	Competent supervision and adequate pre-task training will be required. Competent fit operators	3	2	2	12
		Vehicle overturns	Injury to persons. Damage to vehicle	proper operation of vehicle	3	3	3	27	Competent supervision and adequate pre-task training will be required. Competent fit operators	3	2	2	12
		untrained operator	Injury to persons. Damage to vehicle	Only employ competent operators	3	3	3	27	Competent supervision and adequate pre-task training will be required. Competent fit operators	3	2	2	12
		Unlicensed plant	noise induced hearing loss	Fit or repair silencer	2	3	3	18	Proper supervision, operator training, Establishment of noise zones by AIA. Correct PPE including ear defenders/plugs	2	2	1	4
N-IH I Regs	Exposure to noise	over 85 Db for long period:	Hearing Loss	Avoid prolonged exposure to noise where possible	2	3	3	18	Noise monitoring survey by AIA, then to require establishment of noise zones. Noisy activities must be programmed in such a manner that it does not cause nuisance to the daily operations of the particular Health Facility.	2	2	2	8
	Exposure to dust	If severe lack of clear vision; Breathing problems	Loss of Lung Function	Dust prevention	2	3	3	18	specification to include dust palliative requirements. Contractor to provide a Method Statement on Dust Control and fully implement all such control measures when required.	2	2	2	8

EXCAVATIONS 500cm-1,5 m													
	Excavation by machine	Use of mechanical plant	Striking person or object	Vehicle fitted with acoustic warning devices, hooter and reverse warning	2	2	3	12	warning lights and reverse hooter, trained operator, trained supervision	3	1	2	6
			Untrained operator		2	2	3	12	excavation barricaded as required. Proper supervision	3	1	2	6
			machine fall into excavation		1	2	3	6	warning lights and reverse hooter, trained operator, trained supervision. Ensure that a	1	1	2	2
	Excavation	By Hand/ machine	Improper use of tools	Follow safe work procedures	2	2	2	8	Adequate supervision. Operator has certificate of competence and medical. Training of workers	2	1	1	2
		Trench collapse	Persons engulfed	Refer to geotech report if available prior to excavating. Follow approved excavation method statement	2	2	2	8	Checks by competent person. Shoring if recommended. Training of workers. Adequate safety precautions I e. well placed ladders or other escape apparatus. Conduct inspections prior to work commencing.	1	2	1	2
		Fall into excavation	injury to persons	proper training,	2	2	3	12	Adequate supervision. Training of workers. Proper demarcation with physical barricading.	2	2	2	8
		Ergonomic risks	injury to persons	proper training, and supervision	2	2	2	8	Rotation of work type, rest periods as needed.	2	1	1	2

CONCRETE WORK													
	Premix	delivery by truck	person struck by truck	Banks men to be appointed	2	2	2	12	Adequate supervision	3	1	2	6
			person struck by concrete poured into shuttering	Adequate supervision	2	2	2	12	Safe work procedures to be adhered to.	3	1	2	6
CR 20	machine mixing	Batch Plant	use of wheel barrows	proper training	1	2	2	4	Adequate supervision. Well maintained equipment	2	1	2	4
			trapped by machine	Check plant for pinch points	1	2	2	4	Adequate supervision. Well maintained equipment	2	1	2	4
			use of access ramps										
	hand mixing	use of small tools	contact with cement	care in opening cement bags	1	2	2	4	Ensure workers fit for work. Proper supervision	2	1	2	4
			inhale cement dust	care in opening cement bags	1	2	2	4	Ensure workers fit for work. Proper supervision	2	1	2	4
			ergonomic risks	Rotate work	1	3	3	9	Ensure workers fit for work. Proper supervision	2	3	1	6
													0
					2	2	3	12	Safe work procedures to be followed, toolbox talks	2	3	1	6
	use of concrete vibrator	injury to persons	noise, vibration, contact with vibrating head, contact with wet concrete	Operator training	2	2	3	12	Experienced supervision by site staff . Competent Inspection. Use of proper equipment	2	2	1	4
DEMOLITION OF WALLS & BRICKWORK													
	Delivery of bricks by truck	struck by truck	Injury to persons	Vehicle fitted with acoustic warning devices, hooter and reverse warning	3	3	3	27	Experienced supervision by site staff	3	2	2	12
	Offloading of bricks		Injury to persons and/or damage to property		2	2	3	12	Experienced supervision by site staff . Use lifting equipment that confirms with the requirements of DMR 18. Use of lifting equipment that has the necessary certification. Only competent operators should be allowed to lift or lower loads.	1	2	1	2
		Accidental Release of brick pallets		Safe lifting gear to be used.									
	Use of support work	Collapse of support work	Injury to persons	training of workers in use of equipment	1	2	2	4	Experienced supervision by site staff . Competent Inspection. Use of proper equipment proper calculation of loads involved by competent person	1	2	1	2
	use of access scaffolding	collapse of scaffolding	minor to possible fatality	Strictly adhere to SANS10085	3	3	3	27	Competent Scaffold Erectors, and Inspector should be appointed. Proper Scaffolding equipment should be provided, inspected and certified Safe for Work. All workers working at heights should be certified fit to work at heights. Fully implement the approved Fall Protection and Rescue Plan.	3	2	2	12

	Demolition of Internal Walls	collapse of Debris onto workers and other persons in the affected area	minor to possible fatality	Strictly adhere to Demolition Plan & Risk Assessment.	3	3	3	27	Prepare a Risk Assessment, Demolition Plan. Induct workers on RA & Demolition Plan. Ensure full implementaiton of the Plan.	3	2	2	12
PLUMBING													
	Plumbing and connecting into existing services	Exposure to foreign and possible HBA's	Possible Methane Gas Inhalation that could lead to suffocation. Exposure to other HBA's such as Hepatitis	Ensure appointment of registered, competent contractor	3	2	2	12	Proper Issue-Based risk Assessment and Implementation of approved Method Statement. Proof of medical certification relevant to the works. Gas fumes monitoring when working with sewer lines and in confined spaces. Constant monitoring of the activity.	3	2	1	6
ELECTRICAL INSTALLATION													
	Electrical Contractor	Unregistered, incompetent contractor	poor work by previous contractor, cost overruns, no municipal connection	Ensure appointment of registered, competent contractor	3	2	2	12	Proper procurement procedures. On completion COC Test all Electrical Installation prior to continuation of further installation	3	2	1	6
TRAFFIC ACCOMMODATION AND COMMUNITY UNREST													
	Accommodation of traffic	Traffic hazards	Person struck by traffic	adequate control of traffic	2	3	3	18	CHSO to act has Traffic Safety Officer. Proper signage	2	2	2	8
	Possible Work Stoppage and Hostage of people on site due to unhappy community/SMME Contractors	Project Delays	Possible Personal harm during confrontations	Adequate consultations with all stake holders prior to commencement on site	3	2	3	18	Consultation with various stakeholders prior to commencement of the works as well as during construction	1	2	1	2

[illegible]

PART C4

SITE INFORMATION

C4.1 SITE INFORMATION

Bid Description:	Bhongweni Clinic Phase 1 – Renovations & Extensions: Completion Contract
Project Number:	SCMU3-23/24-0434-HO

GENERAL

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

**Bhongweni Location,
579 Auriel Street,
Cookhouse, 5820**