EASTERN CAPE DEPARTMENT OF HEALTH

TENDER

INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES): INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE

TENDER No: SCMU3-2627-0175-HO

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 9 SEPTEMBER 2026 **TIME: 11:00 am**

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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 the CIDB grading of **2EB/EP OR Higher** in the following Class of works **Electrical Building/Electrical Infrastructure (EB/EP)** to tender for "Tender No: **SCMU3-2627-0175-HO 'INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE** for a **3-months** 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 are downloadable free of charge from the website (**e-tenders.gov.za**).
Bid documents will be available on **14 August .2026**. No bid documents will be available at departmental offices.

There will be a compulsory **virtual briefing** meeting on **26 August 2026**. The purpose of the meeting is to introduce bidders to the site and to have a brief overview of the scope of works Briefing time : 11:00

The link for the virtual briefing meeting is as shown below:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/318784170890948?p=WqgFl0amgmxDgSAVQr
Meeting ID: 318 784 170 890 948
Passcode: rB26hE7K

Queries relating to the issue of these documents may be addressed in writing through email: Noluthando.mjuluki@echealth.gov.za **Technical enquiries:** may be addressed in writing to Ms. Noluthando Mjuluki Noluthando.mjuluki@echealth.gov.za

The closing time for receipt of tenders by the ECDOH is **11:00am** on **9 September 2026**. Tender will not be opened in public.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery.

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).

B. TENDER SUBMISSIONS:

Bids must be submitted electronically, named **"Tender No: SCMU3-2627-0175-HO**

INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES): INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE

At www.etenders.gov.za

C. BID EVALUATION:

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

Phase One: Functionality and Compliance, responsiveness to the bid rules and conditions

Phase Two: Price and Specific Goals.

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

\Maximum points on price	-	**80 points**
Maximum points for Specific Goals	-	**20 points**
Maximum points	-	**100 points**

C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Health SCM policy applies.
3. Tender validity period is **12 weeks**

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

SCM RELATED ENQUIRIES
Email Address: Noluthando.mjuluki@echealth.g ov.za

TECHNICAL ENQURIES
Ms. Noluthando Mjuluki
Email Address: Noluthando.mjuluki@echealth.g ov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701

PART T1.2: TENDER DATA

T1.2 Tender Data

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

Clause number	Tender Data
3.1	The Employer is the Department of Health - Eastern Cape
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: Name: MJT Consulting Address: 62 Bonza Bay Road Tel No: 0833 521906 Fax: 086 556 3754 Email Address: lengoaf@gmail.com
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
4	**Tender's obligations**
4.1	Joint Venture is Allowed

4.2	The employer will compensate the tender as follows **JBCC Edition 6.2 of 2018** The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, 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** *Request clarification of the tender documents, if necessary, by notifying the employer at least* **7 (Seven) working days *before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [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: **Bids must be submitted electronically, named "Tender No SCMU3-2627-0175-HO: INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE" "closing time and date:……..2026** at **11:00am**
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order 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 the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	**A two-envelope procedure will not be required**.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **12 weeks** 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 **cidb** 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 as per DPWI policy
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **Seven (7)** working days before the tender closing time.

<table>
<tr><td></td><td>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.</td></tr>
<tr><td>5.2</td><td>The employer shall issue addenda until Seven (7) working days before tender closing time.</td></tr>
<tr><td>5.3</td><td>Tenders will be opened immediately after the closing time for tenders at 11:00am hours.</td></tr>
<tr><td>5.4</td><td>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.</td></tr>
<tr><td>5.5</td><td>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.</td></tr>
<tr><td>5.6</td><td>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.</td></tr>
<tr><td>5.7.1</td><td>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></td></tr>
<tr><td>5.7.2</td><td>The Employer applies the two-stage process of evaluating tenders, namely functionality then Price/ BBBEE component, using the preferential procurement mechanism of the 80/20 rule.

PHASE 1: FUNCTIONALITY

• All tenders duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. Tenders with deviations from the requirements/ conditions, will be eliminated from further consideration.
• Firstly, the assessment of functionality will be done in terms of the evaluation criteria and minimum threshold. A tender will be disqualified if it fails to meet the minimum threshold for functionality.
• Thereafter, only the qualifying Tenders will be evaluated in terms of the 80/20 preference mechanism, where 80 points will be used for price and 20 points are allocated to Broad Based Black Economic Empowerment, in line with the grading per the Specific Goals in place at the time of the advertisement.</td></tr>
</table>

	Elimination of Proposals on Grounds of Functionality **Scoring Functionality threshold for this Tender is 70%. Failure to meet this threshold will lead to disqualification of the Tenderer**. The following preference point system is applicable to this Tender: The 80/20 system for requirements with a Rand value equal to or above R30,000 up to R50 Million (all applicable taxes included) as stipulated in the Preferential Procurement Policy Framework Act (Act Number 5 of 2000) ADJUDICATION USING POINT SYSTEM The Tenderer obtaining the highest number of total points will be awarded the contract. • Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. • Points scored must be rounded off to the nearest 2 decimals places. • In the event that two or more Tenders have scored equal total points, the successful Tender must be the one scoring the highest number of preference points for Specific Goals. • However, the functionality is part of the evaluation process and in the event that two or more Tenders have scored equal points including preference points for Specific Goals, the successful Tender must be the one scoring the highest score for functionality. • Should two or more Tenders be equal in all respects, the award shall be decided by the drawing of lots. • Shortlisted tenderers (typically the top 3 to 4) will be subject to a **Post-Adjudication Risk Verification** and may involve an office visit. The award of the contract is contingent upon the tenderer achieving a favourable (Low) risk rating during this phase."
	Conditions of bid (Non eliminating unless expressly mentioned in the document) (ADMINIDTRATIVE): 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive**. 3. The bidder has duly completed and signed the **SBD 1**, and **SBD 6.1**. **4.** Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to the non-awarding of points for specific goals.** 5. The Department will contract with the successful bidder by signing a formal contract. 6. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder. 7. 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. 8. Protection of personal information: Consent (POPIA). 9. 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). 10. Record of Addenda: Acknowledgement of any changes issued during the tender period. 11. **Company Registration (CIPC):** Official registration documents for the business. 12. **Certified ID Copies:** For all members, directors, shareholders, or owners

RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES (MANDATORY)

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid 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. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
3. Bidders must be a legal entity or partnership or consortia.
4. Form of offer and Acceptance (fully completed and signed).
5. SBD 4- Declaration of Interest (fully completed and signed). **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.**
6. Incomplete or unsigned or poorly completed forms **SBD 4 will lead to a bidder being declared non-responsive**.
7. Compulsory Enterprise Questionnaire (Completed and signed)
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. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
10. Resolution to Sign (must be completed, if applicable).
11. Declaration of Employees of the State or other State Institutions.
12. Only one offer per bidder is allowed and alternative offers will not be considered.
13. Attendance of compulsory briefing meeting. The bidders' name must appear on the official attendance list from the virtual meeting
14. **Submission of All key staff**: It is a compulsory requirement that the tenderer provides all the specified key staff. Omission of even one of them will render the tender as non-responsive. The naming of all required staff is mandatory for responsiveness; however, the supporting CVs and Qualifications are administrative and will be scored zero for functionality if missing
15. **Letter of Good Standing (COIDA):** A valid letter from the Compensation Fund or a licensed insurer.
16. **Occupational Health and Safety Officer's Certificate:** Required as part of the returnable schedules.

PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022

Criteria	Points
POINTS ON PRICE	**80**
SPECIFIC GOALS	**20**
TOTAL	**100**

The 90/10 preference point system for acquisition of services, works for 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: $A = (1 - (\frac{P - Pm}{Pm}))$ The 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**.
5.7.3	The procedure for the evaluation of responsive tenders is **Method 2** (Administrative Responsiveness, price and preference, Risk Profile)
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 preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / **Security** to the format and/or standard within 21 days after the appointment. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content and Local Content Declaration: Summary Schedule and submitted the documents at the closing date and time of the bid.

	m) 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. n) 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. o) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. p) The department reserves the right not to award the bid to the most favourable tenderer if the Risk Assessment Matrix reveals a High Risk profile regarding current commitments (over-extension) or a history of litigation that suggests a high probability of project failure or reputational damage to the ECDOH. q) The Employer will perform a detailed risk analysis of the top 3 to 4 shortlisted tenderers to verify: (a) The reasonableness of the financial offer; (b) The reasonableness of unit rates and prices; and (c) The tenderer's ability to fulfill its obligations, including professional qualifications, technical competence, financial resources, and physical facilities. The Bid Evaluation Committee reserves the right to visit the tenderer's offices to verify the authenticity of all submissions made in the tender document
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	***1.1 List of returnable documents***
1	**ADMINISTRATIVE DOCUMENTS FOR SCORING** • .**SBD 6.1 (Preference Points Claim):** Must be signed to claim points for **Specific Goals** • **CIPC Registration & Certified ID Copies:** Official business registration and IDs for all directors/owners must be provided
2	. **MANDATORY RESPONSIVENESS DOCUMENTS** These documents demonstrate the legal and technical eligibility of the tenderer to have their submission evaluated. **Failure to submit any of the following in the required format at the closing date and time will result in the automatic elimination of the bid.** • **Original Bid Document:** Must be submitted in the original issued format. • **Form of Offer and Acceptance:** Must be fully completed and signed. The amount stated here is the definitive bid price. • **Proof of active CIDB Registration:** Must reflect a grading of **2EB/EP or higher**. • **SBD 4 (Bidder's Disclosure):** Must be duly completed and signed. • **Compulsory Enterprise Questionnaire:** Must be completed and signed for the entity and all JV partners. • **Proof of Authorization (Resolution to Sign):** A board or member resolution authorizing the signatory. Omission results in a non-responsive tender.

	• **Attendance at Compulsory Briefing:** The bidders' name must appear on the official attendance list from the virtual meeting • **Submission of all Key Staff:** It is a compulsory requirement that the tenderer provides all the specified key staff. Omission of even one of them will render the tender as non-responsive. The naming of all required staff is mandatory for responsiveness; however, the supporting CVs and Qualifications are administrative and will be scored zero for functionality if missing • **Letter of Good Standing (COIDA):** A valid letter from the Compensation Fund or a licensed insurer. Failure to affix results in being declared non-responsive. • **OHS Officer's Certificate:** Mandatory attachment; failure to provide results in the tender not being considered for award.
3	**GENERAL ADMINISTRATIVE & COMPLIANCE DOCUMENTS (Item 3)** These documents are required for general administrative completeness, tax verification, and contract finalization. • **SBD 1 (Invitation to Bid):** Duly completed and signed. • **Full CSD Report:** A valid report showing compliant tax status. Bidders have 7 days to rectify non-compliant status before being declared non-responsive. • **Record of Addenda:** Signed acknowledgement of any changes issued during the tender period. • **POPIA Consent Form:** Mandatory for the processing of personal information. • **Joint Venture Agreement:** Required only if the submission is a Joint Venture.
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any). • JV Agreement if JV submission • Certified ID copies of Members/directors/Shareholders or owners • Company registration Documents (CIPC documents)
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, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender. • In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorizing a member of the joint venture to sign the documents on behalf of the joint venture. **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
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 - a) who is in the service of the state; or *b)* 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 *c)* 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) a member of:- *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* 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 - *a)* the name of that person; *b)* the capacity in which that person is in the service of the state; and *c)* 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 **7 (seven) 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:** N/A

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 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 **Adjudication** route**.**
15	The department must when be acting 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. ADMINISTRATIVE DOCUMENTS FOR SCORING (Item 2)

- **SBD 6.1 (Preference Points Claim):** Must be signed to claim points for **Specific Goals**
- **CIPC Registration & Certified ID Copies:** Official business registration and IDs for all directors/owners must be provided

2. MANDATORY DOCUMENTS (Responsiveness Criteria)

- **Original Bid Document:** Must be submitted in the original issued format.
- **Form of Offer and Acceptance:** Must be fully completed and signed. The amount stated here is the definitive bid price.
- **Proof of active CIDB Registration:** Must reflect a grading of **2EB/EP or higher**.
- **SBD 4 (Bidder's Disclosure):** Must be duly completed and signed.
- **Compulsory Enterprise Questionnaire:** Must be completed and signed for the entity and all JV partners.
- **Proof of Authorization (Resolution to Sign):** A board or member resolution authorizing the signatory. Omission results in a non-responsive tender.
- **Attendance at Compulsory Briefing:** The bidders' name must appear on the official attendance list from the site meeting
- **Submission of all Key Staff:** It is a compulsory requirement that the tenderer provides all the specified key staff. Omission of even one of them will render the tender as non-responsive. The naming of all required staff is mandatory for responsiveness; however, the supporting CVs and Qualifications are administrative and will be scored zero for functionality if missing
- **Letter of Good Standing (COIDA):** A valid letter from the Compensation Fund or a licensed insurer. Failure to affix results in being declared non-responsive.
- **OHS Officer's Certificate:** Mandatory attachment; failure to provide results in the tender not being considered for award.

3. GENERAL ADMINISTRATIVE & COMPLIANCE DOCUMENTS (Item 3)

These documents are required for general administrative completeness, tax verification, and contract finalization.

- **SBD 1 (Invitation to Bid):** Duly completed and signed.
- **Full CSD Report:** A valid report showing compliant tax status.
- **Record of Addenda:** Signed acknowledgement of any changes issued during the tender period.
- **POPIA Consent Form:** Mandatory for the processing of personal information.
- **Joint Venture Agreement:** Required only if the submission is a Joint Venture.

4. Documents Required for Evaluation of Functionality

QUALITY CRITERIA	MAX. NUMBER OF POINTS
Tenderers Experience	35
Organogram and Experience of Key Staff Personal	50
Preliminary Programme	`10
Risk Profile (Capacity and Litigation)	5
	100

PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF HEALTH					
BID NUMBER:	SCMU3-2627-0175-HO	CLOSING DATE:	9 September 2026	CLOSING TIME:	11:00
DESCRIPTION:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**				
BID RESPONSE DOCUMENTS WILL BE SUBMITTED ELECTRONICALLY					
AT www.etenders.gov.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Noluthando Mjuluki**	CONTACT PERSON	**Ms. Noluthando Mjuluki**
TELEPHONE NUMBER	**040 608 9501**	TELEPHONE NUMBER	**040 608 9501**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	noluthando.mjuluki@echealth.gov.za	E-MAIL ADDRESS	noluthando.mjuluki@echealth.g ov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE 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 (SBD7).**
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 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: ……

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

DATE: ……..……...

Compulsory Enterprise Questionaire

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

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

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

b) **Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the public finance management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National or National Council of Provinces		An employee of parliament or a provincial legislature
	A member of the board of directors of any municipal entity		
	An official of any municipality or municipal entity		

***If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the public finance management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National or National Council of Provinces		An employee of parliament or a provincial legislature
	A member of the board of directors of any municipal entity		
	An official of any municipality or municipal entity		

* insert separate page if necessary

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

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

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

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

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

Signed _____ Date…….

Name _____ Position……..

Enterprise. Name……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

---

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……..
Designation Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

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

……
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……
……

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

(ATTACH FULL REPORT HERE)

VALID COPY CIDB CERTIFICATE

(ATTACH CERTIFICATE HERE)

PROTECTION OF PERSONAL INFORMATION: CONSENT (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 Eastern Cape 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 Eastern Cape Department of Health from time to time. The Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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 Eastern Cape 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

T2.2 Documents Required for Evaluation of Functionality

T2.2.1 Tenderers Experience

T2.2.1 TENDERER'S EXPERIENCE (35 POINTS)

The experience of the tendering entity as opposed to the key staff members/ experts, in projects of **SIMILAR TYPE AND SCALE (i.e. Similar Experience)** over the last five years, will be evaluated.

Contact details of clients of the relevant projects must also be provided.

It is **compulsory** that the tenderer completes the attached "Tenderers Experience Schedule "G", and the client reference sheets - failing which, zero points will be awarded

Tenderer's Experience The tenderer shall submit proof that they have successfully designed, installed/constructed and maintained a solar PV plant/installation in the capacity of 100kWh or above. Tenderers are to provide/list equivalent solar PV projects in the specified capacity range carried out in the last 5 years including completion certificates corresponding to projects provided/listed and corresponding references on the letterhead of the client(s).			
	Years of company experience (Company or Directors)(5)		
	5 Years and above experience	5	35
	3 to 4 years experience	3	
	1 to 2 years experience	2	
	Less than 1 year experience	0	
	Relevant project experience (15)		
	Tenderer listed a minimum of 3 similar projects	15	
	Tenderer listed 1-2 similar projects	8	
	Tender listed no similar projects	0	
	Past Performance on Similar Projects (15) (Completion certificates (8), References (7))		
	Completion certificates		
	The tenderer submitted a minimum of 3 completion certificates corresponding to listed projects	8	
	The tenderer submitted 1 -2 completion certificates corresponding to listed projects	6	
	Tenderer did not submit completion certificates corresponding to listed projects	0	
	Reference letters		
	The tenderer submitted a minimum of 3 reference letters corresponding to listed projects	7	
	The tenderer submitted 1-2 reference letters corresponding to listed projects	5	
	The tenderer did not submit reference letters corresponding to listed projects	0	

T2.2.2 Organogram and Experience of Key Personnel

T2.2.2 ORGANOGRAM AND EXPERIENCE OF KEY PERSONNEL *(50 Points)*

The experience of assigned staff member/s in relation to the scope of work will be evaluated from the following points of view:

1) Submission of an Organogram indicating the following levels of resources as a minimum: Construction Manager, Electrical Line Mechanic/Linesman, Safety, health, Environmental and Safety Officer, Construction Supervisor, Crane Operator, Installation Electrician. The years of experience in their current position is to be indicated in the Organogram.
2) A certified copy of the relevant qualification is to be submitted, failing which, zero points will be awarded for qualifications.
3) The skills and experience of the assigned staff are of similar nature in the operational area which the staff have been resourced.
4) Failure to submit CV's or incomplete CV's of the personnel listed in the scoring below will be scored zero.

CVs of the construction team of **not more than 2 pages each** should be attached to this schedule. Each CV should be structured as per the template contained within the Tender document located on Page 42

NOTE: TENDERERS ARE ADVISED THAT AT MINIMUM, ALL RESOURCES NEED TO COMPLY WITH ANY ONE OF THE CATEGORIES IN ORDER TO SCORE THE MAXIMUM POINTS IN ANY PARTICULAR CATEGORY.

The scoring will be as follows:

1. KEY STAFF

Certified copies of the qualifications together with CVs of proposed key personnel with experience in construction of Solar PV projects must be submitted. The key persons need not be in the current employ of the entity at the time of submission of the RFP, but a commitment either of subcontract agreement between entity and subcontractor (person or entity) or consent between the entity and person whose CV is submitted shall be presented and signed by the proposed individual/subcontractor.

KEY STAFF	QUALIFICATION AND KEY EXPERIENCE	POINTS	WEIGHT
Construction Manager (12)	**Qualification** **NHD or higher (All in Electrical)** **Professional Registration: PrEng/PrTech /PrTechni**	12	50
	5 years or more post professional registration experience	12	
	3 to 4 years post professional registration experience	6	
	1 to 2 years post professional registration experience	2	
	<1 year post professional registration experience	0	
Civil/Structural Engineer (8)	**Qualification** **BSc Eng or BEng or BTech (All in Civil & structural)** **Professional Registration: PrEng/PrTech**	8	
	5 years or more post professional registration experience	8	
	3 to 4 years post professional registration experience	5	
	1 to 2 years post professional registration experience	2	
	<1 year post professional registration experience	0	
Safety, Health, Environmental and Quality Officer (6)	**Qualification** **Diploma or higher in safety and quality management** **Professional Registration: SACPCMP**	6	
	5 years or more post professional registration experience	6	

	3 to 4 years post professional registration experience	4	
	1 to 2 year post professional registration experience	2	
	<1 year post professional registration experience	0	
Construction Supervisor (10)	**<u>Qualification</u>** **Electrical Engineering Diploma (N6) or higher** **Professional Registration: Trade Test Registration** **Must have EOU MV Authorization (outcome 4) and ORHVS (HV04)**	10	
	5 years or more post professional registration experience	10	
	3 to 4 years post professional registration experience	6	
	1 to 2 year post professional registration experience	2	
	<1 year post professional registration experience	0	
Installation Electrician (14)	**<u>Qualification</u>** **Electrical Engineering Diploma (N3) or higher and must have the following:** **Registration: Wireman's License (as an Installation Electrician (IE)) (that permits them to sign off on AC and DC electrical installations—Must be licensed for 3phase)**	14	
	5 years or more post professional registration experience	14	
	3 to 4 years post professional registration experience	9	
	1 to 2 year post professional registration experience	4	
	<1 year post professional registration experience	0	

Along with the submission of the Organogram specific to this Tender, Tenderers are required to submit the Key Personnel Schedule as indicated below.

KEY PERSONNEL	NAME	AGE	YEARS OF EXPERIENCE	PERIOD WITH COMPANY	HIGHEST VALUE CONTRACT HANDLED
Construction Manager					
Civil/Structural Engineer					
Safety, Health, Environmental and Quality Officer					
Construction Supervisor					
Installation Electrician (IE)					

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

NAME : _____

(Block Capitals)

SIGNATURE : _____ DATE: _____

(of person authorised to sign on behalf of the Tenderer)

The Tenderer shall complete the following table to be submitted with the Tender

CURRICULUM VITAE TEMPLATE OF KEY PERSONNEL								
DESIGNATION……								
Name:			**Date of birth:**					
Profession:			**Nationality:**					
Formal Qualifications:								
Qualification		**From: Name of Institution**	**Year Obtained**					
1								
2								
3								
4								
5								
Professional Registrations/ Designation:								
	Professional Registrations/ Designation	**Professional Body/Council**	**Registration Number**					
1								
2								
3								
4								
5								
Name of Current Employer (firm):				**Full Time:**	**Yes**		**No**	
Current Position:				**Years of Experience:**				
Name of Previous Employer (firm):				**Full Time:**	**Yes**		**No**	
Position held:				**Years of Experience:**				
Name of Previous Employer (firm):				**Full Time:**	**Yes**		**No**	
Position held:				**Years of Experience:**				
Name of Previous Employer (firm):				**Full Time:**	**Yes**		**No**	
Position held:				**Years of Experience:**				

Employment Record:
Specific Experience Record Pertinent to Required Service:

CERTIFICATION:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: _____ **DATE:** _____

(Of Key Personnel who confirms the details on the CV as recorded above)

SIGNATURE: _____ **DATE:** _____

(Of person authorised to sign on behalf of the Tenderer)

T2.2.3 Preliminary Programme

T2.2.3 PRELIMINARY PROGRAMME (10 POINTS)

The Tenderer shall submit a detailed programme clearly decomposing the construction activities by indicating the hierarchy of activities.

The activities shall indicate the duration and the dependencies between the tasks.

In addition to construction activities, the programme is to allow and include the following:

- Annual builders' holiday
- 15 working days for project delays such as but not limited to inclement and exceptionally inclement weather and an extension of time shall only be considered for inclement and exceptionally inclement weather beyond this Fifteen (15) working day period.

The overall project duration is **3 Months.**

For the purpose of evaluating this Tender, the tenderer is to assume the start date to be **30 Oct 2026**.

The successful tenderer will be requested to revise the programme to accommodate the shift in the start date.

NOTE: Should the tender programme exceed the project duration of 3 months (3 months including provision for anticipated project delays), the tenderer shall be scored zero points for this section.

CATEGORY	BASIS OF POINTS CALCULATION	MAX POINTS PER CATEGORY
No Response or exceed project duration	0% X 10 Points	0
The programme/ implementation plan only shows main activities with no dependencies between them and the projeet duration is within the project period.	20% X 10 Points	2
The programme/ implementation plan **DOES NOT** clearly show all activities, the dependencies between them are **NOT** in a logical sequence and project duration is within the project period.	40% X 10 Points	4
The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period.	60% X 10 Points	6
The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period. In addition, the durations of each activity are clear indicated and is appropriate and realistic.	80% X 10 Points	8

The programme/ implementation plan clearly shows all activities, the dependencies between them are in a logical sequence and project duration is within the project period. In addition, the durations of each activity are clear indicated and is appropriate and realistic and the programme clearly indicates the project's critical path.	100% X 10 Points	10

T2.2.4 Risk Profile (Capacity and Litigation)

Risk Profile's Risk Assessment Matrix					
This allocation splits the 5 points between **Commitment & Capacity (3 Points)** and **Litigation History (2 Points),**					**5**
RISK CATEGORY	**LOW RISK (Favorable)**	**MEDIUM RISK (Cautionary)**	**HIGH RISK (Pass-over)**	**MAX POINTS**	
A: Commitment & Capacity (Schedule H)	Tenderer has 0–2 active projects. Key personnel confirmed available.	Tenderer has 3–5 active projects. Resources are stretched; mitigation plan provided.	Tenderer has >6 active projects	3	
Points Awarded	**3 Points**	**1.5 Points**	**0 Points**		
B: Litigation History (Schedule I)	No litigation involving the entity or directors in the past 10 years.	Resolved commercial disputes (payment delays, etc.) with no findings of fraud.	History of H&S negligence, fraud/corruption, or JBCC Clause 29.0 defaults.	2	
Points Awarded	**2 Points**	**1 Point**	**0 Points**		

T2.2.4.1 Post-Adjudication Feedback and Re-Assessment Procedure

Fairness and Feedback Loop: All shortlisted service providers subjected to this risk assessment will be given an opportunity to respond should areas of concern be identified**.**

- **Feedback:** If a tenderer is identified as having a **Medium or High Risk** profile, the Employer will provide written feedback detailing the specific areas of concern.
- **Submission Window:** The tenderer will be granted a timeframe of **5 working days** from the date of receipt of the feedback to make an additional written submission or provide further supporting documentation to clear the identified risks.
- **Re-Evaluation:** The Bid Evaluation Committee will re-evaluate the risk level based on the additional information provided to determine if the risk rating can be adjusted (e.g., from High to Medium, or Medium to Low) final recommendations for award are made."

THE CONTRACT

PART C1
AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1- Form of Offer and Acceptance

Annex C
(normative)
FORM OF OFFER AND ACCEPTANCE

Project title	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES): INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**

R……

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 ……
Capacity ……
for the Employer ……
(Name and address of organization)
Name and signature
of witness …….. Date ……..

Schedule of Deviations

1 Subject _____
Details
_____

2 Subject _____
Details
_____

3 Subject _____
Details
_____

4 Subject _____
Details

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

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

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

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

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

I / We confirm that the following communications received from the Eastern Cape 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 .....

B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule. The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-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

C

RESOLUTION FOR SIGNATORY

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):

Failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive

D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

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

Failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive

E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-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.

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	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					

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

F

CAPACITY OF THE BIDDER

PROJECT TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

Certified copies of the qualifications together with CVs of key personnel with experience in the construction of Solar PV projects must be submitted. The key persons need not be in the current employ of the entity at the time of submission of the tender, but a commitment either of subcontract agreement between entity and subcontractor (person or entity) or consent between the entity and person whose CV is submitted shall be presented and signed by the proposed individual/subcontractor.

Note: It is a compulsory requirement that the tenderer provides all the specified key staff. Omission of even one of them will render the tender as non-responsive

Quantity / No. of Resources	**Categories of Employee - Key Personnel (part of Business Enterprise)**	**Professional Registration No.**	**Date of Employment**
	Construction Manager NHD or Higher (in Electrical) Professional Registration: PrEng/PrTech/PrTechni		
	Professional civil/structural Engineer BSc Eng or BEng or BTech (All in Civil & structural) Professional Registration: PrEng/PrTech		
	Construction Supervisor Electrical Engineering Diploma (N6) or higher Professional Registration: Trade Test Registration		
	Installation Electrician Electrical Engineering Diploma (N3) or higher and must have the following: Registration: Wireman's License (as an Installation Electrician (IE)) (that permits them to sign off on AC and DC electrical installations—Must be licensed for 3phase)		

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: ……

G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three solar PV construction project successfully completed in the past 5 years

Attach a Completion Certificate for each of the projects provided.

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJET PERIOD	PROJECT VALUE	DATE COMPLETED
1						
2						
3						
4						
5						

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

Signed…….. Date……..

Name……. Position…….

Enterprise name…… ……

H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

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

The description of each project must include the following information:

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

NO.	NAME OF PROJECT	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PERIOD OF PROJECT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						
5						
6						
7						

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

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

I

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made. The tenderer must specifically declare if any of the listed litigations relate to: (a) Breach of the CIDB Code of Conduct, (b) Occupational Health and Safety fatalities, or (c) non-performance resulting in a JBCC Clause 29.0 termination.

Failure to disclose these details will be regarded as a material misrepresentation and shall lead to the immediate disqualification of the tenderer and potential restrictions from state business.

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

Signed - Date - - - - - - - - - - - - - - - - - -

Name - Position - - - - - - - - - - - - - - - - - -

Enterprise name

- - - - - - - - - - - - - - - - - - - -

J

Project Reference Forms – 1

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

NOTE:

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

I, _____ (name and surname) of
_____ (company name) declare
that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

_____

Signature of principal agent

COMPANY STAMP

NOTE:

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

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

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

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

_____
Signature of principal agent

COMPANY STAMP

NOTE:

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

_____

Name of Tenderer

_____ _____

Signature of Tenderer Date

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

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

.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

COMPANY STAMP

_____

Signature of principal agent

NOTE:

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

_____

Name of Tenderer

_____ _____

Signature of Tenderer Date

K

VALID TAX CLEARANCE CERTIFICATE AND/OR A TAX COMPLIANCE STATUS (TCS) PIN

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

Tax Clearance Certificate and/or Tax Compliance Status (TCS) PIN for Tenderers

The tenderer is to affix to this page:

A valid Tax Clearance Certificate and/or Tax Compliance Status (TCS) Pin issued by the South African Revenue Services (SARS) in the name of the Tendering Entity indicating the Trading Name

Note: Bidders will be granted 7 days to correct non-compliant status before being declared non-responsive

L

LETTER OF GOOD STANDING FROM COIDA

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

Copy of a letter of Good Standing issued by the Department of Labour, in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). –must be valid at the time of close of tender and a valid certificate must be produced at the time of award if the certificate expires between close of tender and award

Tender offers will only be accepted if the tenderer is in good standing with the compensation fund. Failure to affix a valid Letter of Good Standing will result in the tender being declared non-responsive

M

OCCUPATIONAL HEALTH AND SAFETY OFFICER'S CERTIFICATE

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

The tenderer is to affix to this page: Occupational Health and Safety certificate

Note: Failure to affix such a certificate will result in this tender not being further considered for the award of the contract.

N

COMPLETION CERTIFICATES-PROJECTS COMPLETED BY THE TENDERER IN THE PAST 5 YEARS

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

The tenderer is to affix to this page the completion certificates corresponding to the projects listed under table in "G" for completed similar projects in the past 5 years**.**

Note: Failure to affix such letters will not result in this tender not being further considered for the award of the contract**.** This is for functionality scoring**.**

O

COMPANY REGISTRATION DOCUMENTS (CIPC DOCUMENTS)

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

The tenderer is to affix to this page the CIPC company registration documents.

Note: Failure to affix such letters will result in this tender not being further considered for the award of the contract**.**

P

CERTIFIED ID COPIES OF MEMBERS/DIRECTORS/SHAREHOLDERS OR OWNERS

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

The tenderer is to affix to this page the certified copies of members/directors/shareholders or owners' Identity document

Note: Failure to affix such letters will result in this tender not being further considered for the award of the contract**.**

Q

SCHEDULE OF PLANT AND EQUIPMENT

Project title:	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Tender No:	**SCMU3-2627-0175-HO**

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this project

Quantity (Owned or leased)	**Description, size, capacity , etc**

(b) Details of major equipment that will be hired or acquired for this contract if awarded

Quantity hired	**Description, size, capacity , etc**

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	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
Reference number	
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	Motherwell, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Nelson Mandela Bay Metropolitan Municipality

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/GST number	N/A			
Country	South Africa			
Employer's representative: Name	**Ms. Noluthando Mjuluki**			
E-mail	moluthando.mjuluki@echealth.gov.za			
Mobile number		Telephone number	**040 608 9501**	
Postal address	Dukumbana Building, Independence Avenue, P.O.Box X0038		Postal Code	5605
Physical address	Dukumbana Building, Independence Avenue, P.O.Box X0038		Postal Code	5605

A4.0 Principal Agent [1.1]

Name	MJT Consulting			
Legal entity of above	MJT Consulting	Contact person	Fang Lengoasa	
Practice number	-	Telephone number	0833 521906	
		Mobile number	083 3521 1906	
Country	South Africa	E-mail	lengoaf@gmail.com	
Postal address			Postal Code	5200
Physical address	62 Bonza Bay Road		Postal Code	5200

A5.0 Agent [1.1]

Discipline	**Electrical Engineer**			
Name	MJT Consulting			
Legal entity of above	MJT Consulting	Contact person	Fang Lengoasa	
Practice number	-	Telephone number	0833 521906	
		Mobile number	0833 521906	
Country	South Africa	E-mail	lengoaf@gmail.com	
Postal address			Postal Code	5200
Physical address	62 Bonza Bay Road		Postal Code	5200

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	**Standard System of Measuring Building Work (latest edition) as amended by the General Preambles for Trades 2017 (ASAQS) and PW371-A**

B 2.0 Law, regulations and notices [2.0]

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

B 3.0 Offer and acceptance [3.0]

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

B 4.0 Documents [5.0]

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

Documents comprising the **agreement**	Page numbers
The **JBCC®** Principal Building Agreement, Edition 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

EMPLOYER TO INSERT DRAWING DETAILS ON THIS TABLE BELOW

Contract drawings – description	Number	Revision	Date
RSEC-114kwhr-50Kw Layout-Motherwell CHC		00	03 March 2026
RSEC-114kwhr-50Kw Schematic-Motherwell CHC		00	03 March 2026
CCTV & Biometrics layout -Motherwell CHC	MWL-SSL-007	00	21 April 2026

B 5.0 Employer's Agents [6.0]

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

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

B 6.0 Insurances [10.0]

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

and/or

Insurances by **Contractor**		Amount including tax	Deductible amount including tax
Yes / No:	**Yes**		
	New **works** [10.1.1] (**contract sum** or amount)	N/A	N/A
or	**Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount)	N/A	N/A
or	**Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works**)	**To the minimum value of the contract sum + 10%**	**With a deductible not exceeding 5% of each and every claim**
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	

	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]				With a deductible not exceeding 5% of each and every claim
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		
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	Live Health Facility		
Restriction of working hours [12.1.2]		**Yes / No?**	**No**
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		**Yes / No?**	**No**
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		**Yes / No?**	**Yes**
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	**No**
If yes, description			

B 8.0 Nominated subcontractors [14.0]

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

Specialisation 6	
Specialisation 7	
Specialisation 8	
Specialisation 9	

B 9.0 Selected subcontractors [15.0]

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

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	**Construction of a 114kwhr Solar PV Off-Grid System**

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)
				R 0.11/R100 of Contract amount

or where **sections** are applicable: **(Applicable)**

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1		**10 Working Days**	**3 Calendar Months**	**R 0.11/R100 of Contract amount for Section 1**
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

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

B 13.0 Defects liability period [21.0]

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

B 14.0 Payments [25.0]

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

B 15.0 Dispute resolution [30.0]

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

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		**Yes / No?**	**Yes**
Availability of construction information – is the construction information complete? [B2.3]		**Yes / No?**	**No**
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - **defects** - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of **site** in stages - specific requirements [B4.1]		N/A	
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]		Yes	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
	By **employer** – metered	**Yes / No?**	**No**
Electricity [B8.2]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**

	By **employer** – metered	**Yes / No?**	**No**
Ablution and welfare facilities [B8.3]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

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

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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:
This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

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

9.0 Indemnities

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

10.0 Insurances

Add the following as 10.1.5.1:

10.1.5.1.1 Damage to **the works**

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

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

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

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

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

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

19.0 Practical Completion

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

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) cal**endar days de**fects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (**365**) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

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

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where …

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

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

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

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

Option A	**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		end date	
Year 2 **contractor's** annual holiday period	start date		end date	
Year 3 **contractor's** annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

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

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

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

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

Provision of particulars

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

Option A	An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender

Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working **days of** possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment**, establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme**

Adjustment Methods

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

Option A	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

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

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

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

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) 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

PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 and CONSTRUCTION REGULATIONS 2014

EASTERN CAPE DEPARTMENT OF HEALTH

PROJEC T TITLE	**INSTALLATION OF SOLAR EQUIPMENT DONATED BY PEOPLES REPUBLIC OF CHINA (11 FACILITIES) : INSTALLATION OF A 114KWHR SOLAR PV OFF-GRID SYSTEM AT MOTHERWELL COMMUNITY HEALTH CENTRE**
BID NO	SCMU3-2627-0175-HO
LOCATIO N	**MOTHERWELL- NELSON MANDELA BAY METROPOLITAN MUNICIPALITY**

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PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
ECDOH	Eastern Cape Department of Health
DMR	Driven Machinery Regulations
DoL	Department of 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
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure
PA	Principal Agent
PSP	Professional Service Provider

DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 84 of 2014 7 February 2014 with the following additions:

Client: Eastern Cape Department of Health

Client Agent: **Eastern Cape Department of Health Authorised Representative**

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

Hazard: Source of exposure to danger

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

Health and Safety Specification for the installation of a 114KWHR Solar PV Off-Grid system at Motherwell community health center in Motherwell , Gxeberha, Eastern Cape

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.

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.

Health and Safety Plan:

Means a documented plan which answers to the Site-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.

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.

Principal Agent:

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

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

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No 85 of 1993.

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the designer

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

Workplace means any premises or place where a person performs work.

KEY REFERENCES

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

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

The GCC 3rd Edition 2015

Construction Specifications & Standards 6.0 for Southern Africa.

Hans Wegelin 6th Edition 2010 SANS Code 10400 SANS10085

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

Risk Adjusted Strategy Regulation- issued by the Department of Cooperative Governance Asbestos Regulations

1. PREAMBLE

The Construction Regulations No. 37305 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 has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of Eastern Cape Department of Health stakeholders, which include its employees, patients, professional service providers, public and its physical assets. The responsibilities that the Eastern Cape Department of Health 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 cognizance of the above statement.

Eastern Cape Department of Health, as the Client and where there is an appointed CHS 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.

1.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A 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 Eastern Cape Department of Health that are promulgated or accepted during the contract will automatically be applied.

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

1.2 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 (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 2 of the PSHSS.
The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the client or client's agent or the responsible person in Eastern Cape Department of Health as well as the receipt of acknowledgement for notification of construction work by the Department of Employment and Labour.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSS 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. Such design changes.

The client or client's agent will visit the project as deemed necessary by the Designer 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 client or client's agent and the PC will be through the Designer (PA) (or Client's responsible person) as determined at the commencement of the project.

1.3 Scope of work

The RSEC-114kWh-50kW system is designed for off-grid operation and features a rated energy capacity of 114.688kWh and a rated off-grid AC power of 50kW.

1.3.1 Project Planning, Preparation, and Concept Confirmation

The Contractor shall undertake necessary planning, administrative, and design-support tasks before commencing physical installation.

1.3.1.1 Technical Preparation and Personnel

- Training and Qualification:

Key management and technical requirements as per tender returnable list T2.1
Personnel must read and review construction drawings and specifications and receive relevant training.

- Reference Documentation:
    - RSEC-114kWh-50kW Product User Manual
    - 100kWh OG SPV Installation Instruction
    - EPCS Series (50~105K) PCS Technical specification V3.0.5

These documents should be studied in detail before commencing work.

- Safety Protocols:

Tender Safety and Specification and Baseline Risk Assessment requirements will apply as per this Health and Safety specification. A security management policy and regular risk assessments should guide access control implementation to adjust for threat levels.

1.3.1.2 Site Survey and Concept Confirmation

- Confirm Plan:

Conduct a detailed site survey (site visit) at Motherwell CHC to confirm and clarify the client design plan using the reference documentation.

- Site Assessment for Ground Array (Civil/Geological):

Inspect the site flatness to ensure the height difference between the highest and lowest points is not excessive; otherwise, the site must be levelled.
Check the foundation ground bearing capacity to ensure it can support the system (Weight: 1.85t) without settlement, overturning, or collapse.

- Placement and Positioning:

Determine the exact placement of the BESS cube and the ground-mounted PV array as per installation instructions.

- Site Information for Design:

Assist the Employer's electrical engineer by providing site information required to prepare the detailed final design for successful installation.

1.3.1.3 Bill of Quantities (BOQ) Development

- Material List and Balance Supply:

Finalise a comprehensive BOQ encompassing all project phases. The Contractor shall supply the balance of material needed for completion, in addition to the free-issued equipment collected. This includes (but is not limited to):

  - Civil Work Materials: Concrete components, sand, gravel, water, M12/M16 embedded bolts/expansion screws, suitable sealant for cable entry sealing.
  - PV/Mechanical Materials: Photovoltaic bracket components, rail connections, bolts/nuts (M10, M12),Corner steel (grounding), anti-rust treatment material.
  - Electrical/Trunking Materials: Cable trays, wire channels, wire grooves (U-shaped 100x50mm), line slot connection sheets/joints, galvanized steel pipe (DN32), AC and DC cables (e.g., 4mm² DC cable, 25mm² DC/AC cable for cluster/cabinet to power distribution room), connectors (MC4, OT terminals).
  - Labour: Account for all technical, electrical, civil, and general labour costs.

1.3.2 Logistics and Procurement

The Contractor shall be responsible for securing and transporting all required materials.

1.3.2.1 Collection of Issued Material:
Collect the free-issued RSEC-114kWh-50kW BESS cube and associated ground mount PV equipment from the designated storage locations: Frere Community health centre and CMH in Buffalo City.

1.3.2.2 Material Inspection:
Check materials against the material list to prevent delays and verify whether any damage occurred during transportation. Immediately notify the project manager if damaged solar modules are found.

1.3.2.3 Transport to Motherwell CHC:
Transport the equipment to Motherwell CHC . The system should be lifted and transported as a whole.
Ensure the vehicle used meets the appropriate load capacity (ESS Weight: 1.85t).

1.3.2.4 Transport Safety:
During transport, keep the movement slow and steady, paying attention to the centre of gravity marked on the packaging.

1.3.3 Civil and Mechanical Installation

The Contractor shall execute site preparation, foundation construction, and mechanical assembly of the ESS and PV array.

1.3.3.1 Site Preparation and Foundation Work

- Site Levelling and Drainage:

Level the site if required. Construct necessary drainage measures to prevent long-term water soaking of the foundation.

- Foundation Construction:

Build a concrete foundation with a sufficient cross-sectional area and height. It is recommended that the foundation be about 300mm higher than the installation site level to prevent rainwater erosion. The foundation should bear a total load greater than 3 tons.

- Cable Routing and Embedding:

Reserve enough space for the AC/DC cable trough and embed the cable conduit in advance, determining the specifications and quantity of conduits based on cable type and count.

- Foundation Grounding:

Embed the grounding unit according to local standards, leading grounding points to the top of the foundation.

- Fencing and Physical Access Infrastructure: Fencing should be robust and comply with the

Occupational Health and Safety Act and South African National Standards such as SANS 10222-3.
Typical fencing height for solar farms is at least 2.1 meters.

1.3.3.2 BESS Cube Installation

- Hoisting and Placement:

Hoist the RSEC-114kWh-50kW unit using the four rings designed for lifting. Hoisting must be vertical, steady, and conducted only by qualified professionals.

- Fixing the System:

Secure the system to the base using bolts, typically M16 bolts inserted into the 18x58 long waist holes in the base steel. Ensure the equipment is installed horizontally and not tilted.

- Space Requirements:

Place in designated room [clean and paint before work commences]. Ensure adequate installation space is reserved for maintenance, ventilation, and heat dissipation (e.g., ≥800mm clearance front/rear, ≥1000mm clearance on sides for maintenance access).
Excavate route for AC and DC cables as required on site.

- Aesthetic/Safety Checks:

Repair any cabinet scratches immediately to prevent rust. Remove protective film from inlets and outlets before starting the system.

1.3.3.3 Photovoltaic Array Installation (Ground Mount)

- Ground Mount Construction:
    - Install the photovoltaic bracket based on required layout drawings. This typically involves:
    - Place point positioning and installation of steel mould.
    - Concrete pouring.
    - Installation of columns, adjustable bases, and slant supports, ensuring specified clearances
    - (e.g., distance between concrete blocks of 2600mm front/back and 2100mm left/right for
    - illustrative 100kWh model).
    - Installation and connection of lead rails.
- Module Installation:

Install the solar modules ensuring correct location, orientation and clamping method is adhered to.

- Trunking and Galvanized Pipe: Install wire groove and galvanized pipe (DN32) for cable protection.

1.3.3.4 Security Hardware Installation (New Section)

Reference should be made to Annexure 1 for the specifications of the security system to be installed. The drawing for this will be provided to the contractor as part of the detailed design drawings.

1.3.4 Electrical Installation and Integration

The Contractor must complete all electrical connections, grounding, and system integration.
1.3.4.1 Grounding System Installation

- Grounding [Earth] Rod Installation:

Install two grounding piles (1.5 meters long) driven into the soil.

- Grounding Connections:

Connect the grounding cable (e.g., BVR 10mm²) to the PV array, junction box (PE end), and securely fix the ground connection between the ESS device and the ground electrode.

- Resistance Measurement:

Measure and record the grounding resistance after connection; it must be less than 1 Ω. Apply anti-rust treatment after grounding.
1.3.4.2 DC and AC Cabling

- Safety First:

Before any electrical work, ensure the ESS is disconnected from all external power and remains powered off for 20 minutes.

- DC Cabling:

Connect the DC cables from the PV array to the junction box, and then connect the cluster box to the ESS cabinet. Securely crimp terminals and connect the DC cable to the corresponding terminal on the ESS.

- Load Wiring (AC):

Connect the load AC cable from energy storage cabinet to power distribution room to the ESS output

terminals.

- Cable Management:

Cables must be routed through embedded conduits or concealed wireways.
SANS10142-1 standards are to be always observed irrespective of contrary information from the BESS supplier.

- Sealing and Waterproofing:

After all wiring is complete, seal the cable inlets and outlets at the bottom of the system with suitable material to prevent ingress of impurities, rodents, and flying insects.

1.3.4.3 Integration as Off-Grid Changeover Unit

- DB Integration:

Integrate the RSEC-114kWh-50kW system output into one of the key sub distribution boards in the clinic as per [Motherwell CHC RSEC-114kWh-50kW BESS Schematic]

- Off-Grid Functionality:

Ensure the installation facilitates operation in off-grid mode. Since the initial Runda systems were configured as off grid, the installation must ensure the BESS can reliably supply the connected critical load DB during grid loss.

- Changeover Mechanism:

Configure the connection to the sub-DB to function as an off-grid changeover unit and involves installing an Automatic Transfer Switch (ATS) electrical cabinet for return to Grid supply when the BESS is unable to carry the load.

1.3.4.4 Security System Electrical Integration and VMS Setup (Refer to ANNEXURE 1 - Security)

- Access Control System Wiring: Access control systems should include electronic card readers, biometric systems, or similar authentication technologies to restrict entry to authorized personnel.
- Dedicated Video Management System (VMS) Setup: A dedicated VMS should offer centralized monitoring, real-time alerts, and playback capability.
- Remote Access and Security: Remote access should be secured with authentication and preferably use encrypted data streams to prevent hacking.
- System Integration: The VMS system should support integration with alarms and access control systems for comprehensive security management.
- Data Storage: Video data should be stored securely with redundancy to prevent loss of evidence

1.3.4.5 SCADA monitoring and control system (Refer to Runda installation requirements)

1.3.5 Testing, Commissioning, and Documentation

The Contractor shall execute necessary safety checks, power-on sequences, functional testing, and final documentation.

1.3.5.1 Pre-Commissioning Safety Checks

- Grounding Verification:

Confirm that the grounding equipment is effective.

- Cable Integrity:

Check all cables for damage and ensure all connections, especially high-voltage cables and connection bars, are securely tightened to the specified torque (e.g., M8 bolts: 12 Nm) to avoid poor contact or overheating.

- Polarity Check:

Verify that AC L/N pole and DC positive/negative pole of the power supply line are not reversed or incorrectly connected.

1.3.5.2 System Commissioning

- Power-on Sequence:

Follow the multi-step power-on process detailed in the manual, including checks of input voltage, switching on the UPS, and switching on the high voltage box.

- Functional Testing:

Perform functional/operational tests of the physical environment elements under full operation. This includes testing the ESS startup/shutdown sequence and verifying safety functions, such as the

emergency stop button and LCD stop function.

- System Monitoring:

Ensure the lightweight Energy Management System (EMS) supports local LAN access for viewing realtime system status, remote control, and system parameter setting. Verify the communication status of all ESS devices.

- Commissioning Report:

Prepare a commissioning report documenting the performance of physical environment elements and system compliance.

- Security System Testing:

Regular maintenance is critical to ensure camera functionality and clear footage. Test the operation of the electrified fence and the functionality of integrated access control and VMS systems.

1.3.5.3 Labour, Training, and Closeout

- Staff Training:

Provide the owner's operating staff with instructions on how to properly operate systems and equipment.

- Maintenance Schedule:

Provide a plan for periodic maintenance (e.g., monthly checks on fan operation and fire protection; sixmonthly checks on cabinet fixation, rust, and cable sealing). This plan must include maintenance schedules and inspection protocols essential to ensure ongoing fence integrity and hole prevention.

- Final Documentation:

Furnish the owner with:

  - Complete manufacturers' operations, maintenance, and preventive maintenance instructions.
  - Parts lists and procurement information for installed equipment.
  - Design data, including structural design loadings and electric power requirements of installed
  - equipment.

- Certification and Compliance (CoC):

Obtain the necessary engineer sign-off and Certificate of Compliance (CoC), certifying the safety and compliance of the electrical work and installation to required standards.

This CHSS covers the client's requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries during the construction work.
The scope addresses legal compliance, hazard identification and risk assessment, and the promotion of a health and safety culture amongst those working on the project.
The CHSS contains clauses that are generally applicable to construction and imposes controls associated with activities that impact on human health and safety.
The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this CHSS.
The client or client's agent will monitor the Principal Contractor's compliance with the requirements of the OHSA and the approved H&S Plan.

1.4 Requirements at Tender Stage

Tenderers are required to submit a project specific pre-tender H&S plan with their Tender submission. The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.
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.
A project specific H&S Plan in response to this PSHSS will be subject to approval by the client or client's Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that the Principal Contractor has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;

- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the Client or Client's Agent for all high-risk items.

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence.

The CHS Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to and deemed a serious offence.

2. GENERAL REQUIREMENTS

2.1 Summary of Risks identified during Design.

The intention of the summary of findings from the design baseline risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.
The summary of risks 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 following risks are identified as applicable on this project, however they are not exhaustive, and the contractor is required to prepare their own list as part of their preparation of their health and safety plan.

- Working on live site (Operational healthcare facility). Additional care will be required to prevent any injury to staff, patients and visitors and in general, efficient healthcare facility operation.
- High noise levels due to the use of power tools.
- Tripping on uneven floors, protrusions and openings
- Working in confined spaces (Main Distribution Panel Room)
- Cutting and installation of trunking, cable ladder, steelwork and cables
- Hoisting / lifting of solar panels, steelwork and cables
- Ergonomic factors due to lifting of components and assembling of components by personnel.
- Use of solvents, sealers and glue
- Use of hand tools and portable equipment (angle grinder, hacksaw welding machines)
- Work near mechanical installations (e.g. Rotating Blades)
- Work on or near electrical installations
- Disposal of discarded rubble, packaging and crating-final disposal place to be discussed with the local authority
- Low or no lighting in certain areas
- Working on electrical installation
- Production of dust

- Excavations/trenching (Falls, collapse, buried existing services)
- Falling objects
- Re-energizing conductors and equipment (risk of electric shock or flash over)
- Biological risks
- Environmental pollution.
- Poor communication: (lone working could lead to exposure to an accident or other significant event -manager/supervisor should be aware of where each of the workers are, what they are doing and the duration of their task and have a way of interacting with them every 30min and escalation process should be in place if the agreed contact is broken). Personnel should receive training and should be aware of lone working procedures and isolation procedures. Such training evidence should be kept in the health and safety file.
- Inadequate competence on site personnel-(injury due to inadequate knowledge of plant operations)-only person authorised shall work on LV equipment. "if you are unsure ask your supervisor before starting the work".

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

3.1 Structure and Organization of H&S Responsibilities

3.1.1 Notification of Construction Work

Once's appointed, the Principal contractor must complete the notification of construction work form as stated in the Construction Regulations. Notification of Construction Work must obtain the clients' signature for submission to the **Gqeberha Labour Centre**. Proof of receipt and acknowledgement from DOL should be kept on the file at all times.

3.1.2 HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account 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, SANS 10400 and any other standards that may guide practice are to be taken into consideration. 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 a particular activity, or section of the project.
The client or client'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 point
- Such layouts are to be updated regularly throughout the project.

3.2 Appointment of Competent Site Personnel

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

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHS 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 CHS Officer.

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

3.2.1 Construction Supervision

Competent Full-Time Construction Managers (CR8.1) will be appointed to manage part or all of the works and have training and/or experience in the area of 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.).

Multiple competent Assistant Construction Managers (CR8.2) may be appointed where justified by the scope and complexity of the works.

Curriculum Vitae (CVs) are to be submitted for approval by the Designer (PA) and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

If the Construction Manager (CR8.1) changes throughout the project. The Principal Contractor must ensure to provide the proposed Construction Manager CV and certificates for approval and then update the Annexure 2 and ensure that the appointment letter as well as proof of competency is available in the Health and Safety File.

3.2.2 Construction Health and Safety Officer

The PC will employ at least one competent**, full-time CHS Officer** (CR8.5) for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the Client OR Client's Agent, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e., mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, Diploma in H&S qualifications or similar, with exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity. The Safety Officer should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHS Officer must have competence to evaluate the Contractors Health and Safety plans.

Proof of registration as a Construction Health and Safety Officer with **SACPCMP** must be supplied.

This person may not hold any other position on the site staff. The site supervisor may not act as the CHS Officer. The CHS Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by • the CHS Officer at all times; No new workers or 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 CHS Officer.
- The CHS Officer/s may not be removed or replaced without the approval of the CHS Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

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 CHS Agent/Client and the CHS Officer. An example of the monthly report is attached as an **Annexure C**.

The CHS Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. 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.

If the CHSO is replaced, the principal contractor is required to submit the following documentation for approval by the Client and appointed Pr. CHSA at least two weeks before as The Department of Employment and Labour will need to be notified regarding the changes:

1. Applicant CV
2. Applicant Competency
3. Valid SACPCMP Letter of Good standing

Failure to do so will be considered a serious offence and penalties /stoppage of site will apply.

3.3 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHS Officer and site management in meeting legislative duties.

The CHS Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the CHS 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.

3.4 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Client's minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept always updated. 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 CHS Officer is to ensure a contractor's appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- The contractor should take note that they not be able to commence work until Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (assessments, site preparation, installations, deliveries etc). Cognizance is to be taken of the level of risk involved and the CHS Officer is to ensure the level of H&S documentation is appropriate:

- Signed Mandatary agreements in place. Valid 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.

4. GENERAL RISK MANAGEMENT

4.1 Health Risks and Medical Surveillance

As some products to be used in the building work have not been identified, the PC is to ensure the CHS Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessment. 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 Contractors) are to be included in the medical surveillance programme.

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

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness issued by an Occupational Medical Practitioner prior to commencing work.

It is recommended that the PC has a medical surveillance programm. 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.

No employee/ contract worker will be allowed on site without a valid medical certificate of fitness. Failure to do so will be considered a serious offence.

5.1.1 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among others is required. Environmental monitoring of ventilation, lighting, presence of asbestos containing material (where necessary) 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.

5.1.2 Noise and Dust Control and Risk

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 period will result in such plant being removed from site.

The PC must ensure to take note that the facility will be fully operational and take extra care and planning communicated to the community health center staff to ensure that noise and dust does not interfere with daily activities.

Due to the sensitivity of the community health center environment, production of dust must be properly managed so as to be kept to absolute minimum

5.2 Emergency Procedures

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The contractor will take into consideration the existing emergency plan and procedures of the existing facility. It must be noted that the community health center facility will be fully operational during construction works.

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 coordinator.
- Fire;
- Public injury, Motor vehicle accidents;
- Falls from heights;
- Serious injury to workers (medical or work-related); and
- Any other major risks identified during risk assessments. Drills to be conducted bi-monthly for the below:
    - Fire drill.
    - Bomb threat.
    - Fall from Heights Rescue procedures.

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

- Local emergency telephone numbers must be displayed and made part of the emergency procedure.
- First aid
- Extra gloves Evacuation plans

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

5.2.1 First Aiders and First Aid Equipment

At least one employee is to be appointed for the duration of the project as a first aider and must be trained to Level 3. First aiders shall always be available and accessible on site and be able to work as a team when responding to any emergency on the project.

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, as per the GAR requirements, are to be available at all times to assure continual availability and access on site.

First aiders shall always be available and accessible on site and be able to work as a team when responding to any emergency on the project. The contractor is to ensure that the first aider forms part of the rescue planning emergency situations when working at heights.

5.2.2 Fires and Emergency Management

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The CHS Agents approval of all emergency 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: Appointment of a competent emergency response coordinator and wardens;

- Lists of first aiders, and
- Requirement in terms of identified risks:
- Fire;
- Explosions;
- Falls from heights, and
- Motor vehicle accidents.
- Biological risks: e.g., disease outbreaks

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.
The emergency plan is to include the 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 plants are to have appropriate, accessible fire extinguishers. Hot work permits are required for any such activities.

5.2.3 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer (PA) /Client /CHS 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.

Any person who contracts an Occupational Disease will need to be reported to the Compensation Commissioner as an occupational disease where their work is to monitor and in contact with others. Such details are provided in the Compensation for Injuries and Diseases Act (COIDA).

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.

5.3 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. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear.
- Dust Masks
- Hand Gloves
- Overalls with reflective strips that ensure worker visibility.
- Eye protection (if required)
- Hearing protection (when required)
- Reflective jackets for supervisors and visitors.
- Respiratory protection (minimum of FFP2), and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include the necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person (including Client, Designers (PA) & PSP'S etc.) 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.

5.4 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.

It should be noted that the community health center facility will be fully operational during construction activities and the contractor to ensure sufficient separation.

Temporary signage is to include (but not be limited to) the following:

- Report to site office/ 'Warning: Construction Site – Keep out' or similar;
- Site office
- hard hat area or other PPE requirements noted;
- First aid box positions (including vehicles); and Fire extinguishers.
- Assembly Area

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.

Note should be taken that "omnibus" signs indicating that the entire site requires PPE should not be used. Any areas where PPE is mandatory must be separately signed.

The Principal Contractor must ensure that members of the public that need to access the community health center will not be able to gain access to the construction area. It should be noted that the community health center will be fully operational, and the construction area should be properly and securely barricaded at all times.

Failure to comply will result in penalties being applied.

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

A simple, 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 and PSP's) 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 in the H&S File will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

5.6 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors. No handmade and damaged equipment to be used on site, control of all equipment and plant is required. It should be noted that control measures should be implemented especially between the working areas and should at all times be separated from the existing facilities employees' persons and vehicles.

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 Client or client's Agent audit. All daily inspection records are to be kept in the H&S file. Plant Hire and Haulage Contractors are to comply with the requirements where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used and in possession of medical certificates of fitness. Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. 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.

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly. Failure to do so

will be considered a serious offence

5.7 Working at heights.

The appointment of a Fall protection plan developer to be submitted for approval prior to appointment. A fall protection and rescue plan is to be available and supplied as an addendum to the H&S plan.
The Fall protection plan to be submitted for approval prior to working at heights. The fall protection 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.

When working on the roof a method statement to be approved prior to commencement that will include measures to protect the existing roof spaces. Should the roof space contain asbestos containing material, requirement of the Asbestos Abatement Regulations to be adhered to.

Construction drawings shall be required for all temporary structures should there be any 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. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public or users of buildings are to be protected at all times by way of solid 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 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 applied to any work at heights that is not compliant.

5.8 Auditing

Frequency of external auditing by the Client or Client's Agent will be conducted every 30 Days to ensure that the contractors 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 CHS Officer of the PC must accompany the Client, or the client or client's agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at a frequency determined by the Client or Client'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 may act or require further outcomes if non-compliances are noted, or unsafe acts are noted 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.

5.9 Communication on Site

All H&S communication during the project between the Client and the PC will be done 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.

5.10 Care of Workers on Site: Access/Egress of Site / Welfare Facilities

Access

Contractor to ensure that Access control to be in place, hoardings erected to separate site from public. Extra hoarding to be in place to ensure the public and personnel are kept out of the construction site. The community health center facility will be fully operational, and the contractor must ensure no unauthorized entry by the public, patients as well as employees of the community health center at any time.

Welfare Facilities

Adequate toilets, clean, safe drinking water and decent shelter must be always afforded workers. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Existing facilities may not be shared with existing users of the facility.

Ablution facilities are an essential facility that must be available for workers across a site. Health facilities are a high-risk area and increased cleaning regimes are required to be introduced. A policy on how this will be done is required, that will cover both portable and permanent facilities. The following are considerations, that include, *inter alia* :

- Portable toilets to be provided at a 1:15 ratio but be sanitized daily as per Occupational Health and Safety Measures in Workplaces or more frequently.
- Where there are more than 30 employees on site, facilities should be provided for different sex e.g., female and male toilets to be provided. Cleaners to continually clean and have a formal cleaning regime.
- Hand washing facilities (soap and water, paper towel) to be available where possible, and if not, to provide hand sanitizer. Induction training to educate to ensure all users are hand washing correctly.
- Flush toilets preferably 1:15 unless increased cleaning regime present.
- Restrict the number of people using toilet facilities at any one time e.g., use a welfare attendant. Wash hands before and after using the facilities.
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently.
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal that need to be managed as hazardous waste. Introduce staggered start and finish times to reduce congestion and contact at all times.
- Consider increasing the number or size of facilities available on site if possible.

4.11 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. Contractor to always follow community health center safety rules not to interfere with community health center activities.

No person is allowed to 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 applied by the Client or Client's agent.

The contractor will ensure to always adhere to the community health center's rules and policies.

5.12 Electrical Equipment

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.
Contractor to provide a Certificate of Compliance for all temporal distribution boards.
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.

5.13 Asbestos Management

Should the contractor identify that the roof to be worked on contains asbestos containing material, the client should be informed immediately to provide guidance.

Where asbestos containing material has been identified, the requirements of the asbestos Abatement Regulations would be applied.

Failure to do so will be considered a serious offence.

5.14 Barricading and Hoarding

It is the responsibility of the contractor to ensure to price correctly for barricading and hoarding as the construction site (each separate construction area) must be securely barricaded from the community health center facilities to ensure that no public, community health center employees or patients can gain any access to the construction areas. Contractor to ensure that the
barricading/ hoarding is always maintained as the community health center will be fully operational.

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

5.15 Traffic Management

The contractor to develop a comprehensive traffic management plan that includes: A site-specific traffic flow diagram. Identification of high-risk traffic areas or zones.
Strategies to minimize disruptions to normal community health center operations.

Measures to control vehicle and pedestrian movement around the work area. Clear signage and demarcation of safe areas. Procedures for managing temporary road closures or detours. Provision for emergency vehicle access.
Plans for managing deliveries and contractor vehicles.

5.16 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 any imposed load and thereafter, daily until the formwork and support work has been removed. 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.
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.

Failure to do so will be considered a serious offence
All scaffolding / temporary works support work must have design drawings that includes load bearing and approved by competent person.

5.18 Biological Hazards

It should be noted that while performing construction work at Cecilia Makiwane community health center it is possible for construction workers to get into contact with biological risk. Coordination between contractor and community health center infection control shall be implemented to address any concerns relating to biological hazards. All workers entering the construction site must undergo training on the identification and handling of biological hazards prior to commencing work. Contractors shall apply appropriate health and safety measures including PPE and hygiene protocols as per the regulations for hazardous biological agents.

The baseline site HIRA should continue to acknowledge Viral Hazardous Biological diseases outbreak as a general Hazard. Should there be an outbreak the HBA Regulations will apply, and this may require additional controls to be included in the HIRA, method statements that address transmission prevention planning and PPE and signage. All employees who have or will be identified to work in areas where they might be in direct contact with body fluids of patients, those employees are required to be vaccinated again Hepatitis A and B virus.

5.19 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.

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. Cognizance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics.

Work will be stopped, and penalties applied to any work in excavations that is not compliant.

5.20 Safety Rules with respect to work to Health Care Facilities

All persons on the premises shall obey the ECDoH & facilities' Health and Safety rules, procedures and practices.

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 the facility.

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 community health center, its staff, patients or visitors.

The Contractor shall maintain good housekeeping standards in the areas being worked on throughout the duration of the contract.

The health facility reserves the right to search any person entering or leaving the health facility premises.

All workers must always wear proper identification labels – 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 health facility.

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 c o m m u n i t y h e a l t h c e n t e r facility activities.

6 HEALTH AND SAFETY FILE

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

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

- The PSHSS;
- The H&S plan and approval by the client;
- The Traffic Management and Approval by client
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction from the Department of Employment and Labour
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc;
- H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures
- Emergency and injury management;
- Safety data sheets;
- Medical surveillance records;
- Registers;
- Records of audits, minutes etc.
- Plant lists;
- Temporary electrical installations;
- Employee records (who is on site)

7. 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.

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 condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation 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	

7.1 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:

(i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.

(ii) 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.

8 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.

Item and Unit

C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

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.

C.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following:

(a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.

(b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.

(c) The Client has approved the Principal Contractor's project Health and Safety Plan.

(d) The Principal Contractor has set up his Health and Safety File.

C.03 Principal Contractor's time related obligations in respect of the occupational Health and Safety Act and Construction Regulations. (Month (Mth))

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. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.

C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

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. Sub-Contractors are responsible for their own costs in this regard. Any items of PPE not included on the list will be paid for only after the Engineer has agreed to their acquisition.

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. 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.

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.

C.05 Provision of part-time or Full Time Construction Health and Safety Officer, Construction Manager, Assistant Manager, Construction Supervisor

The Tender sum shall include for the cost of a Construction Health and Safety Officer, Construction Manager, Construction Supervisor on a fulltime basis, the amount tendered will be prorated according to the amount of time spent on the project.

C.06 Costs of Medical Surveillance (Unit (No))

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 21(d) (ii); for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.

C.06 a) Initial (baseline) medical examinations, including audiometric and lung function testing.

C.07 Induction Training (Unit (No)

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. Payment will be made on the figures contained in the induction section of the Health and Safety File.

C.08 Provision of First Aid Boxes. (Unit (No))

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.

C.09) Establishment of noise levels (Unit (No))

a) 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. 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.

C.10 Submission of the Health and Safety File. (Lump Sum)

Expenditure under this item shall be made in accordance with the general conditions of contract.

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. This must be done prior to the issue of a Certificate of Completion

Tenderers are to note that a large portion of the works associated with this bill section are required over existing roads ways and at extreme heights (ground level to top of roof approximately 9m). The contractor shall include for all required OHS items as per the included OHS plan including any scaffolding that may be required when pricing this bill section.

ANNEXURE A

Acknowledgement of the H&S Specification by Principal Contractor

Construction Health & Safety Specification

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

Construction Regulations, 2014

I,_____representing_____
____ Principal Contractor have satisfied me with the content of this Construction Occupational Health and Safety Specification and shall ensure that the Principal Contractor, all contractors and sub-contractors and all employees on site comply with it.

_____ _____

Signature of Principal Contractor Date

_____ _____

Signature of Client Date

This document must be signed and returned to the Client or Client's Agent.

ANNEXURE B: 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 accident. 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) Principal Contractor's OHS Plan(s)
c) Principal Contractors Policies
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 of construction with the Department of Employment and Labour of commencement of work
h) Letter of Good Standing
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 OCHS Agent prior to any work commencing.
A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

ANNEXURE C

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 Designer		
Signature of CHS Officer/Site Agent		
Signature: of CHS Agent		

ANNEXURE D

(To be submitted by the end of the first week of each month and be available with each audit)

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

Health and Safety Officer: _____ **Signature:** _____ **Date:** _____

Construction Manager: **Signature:** _____ **Date**

ANNEXURE E – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENTISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date
January 2022	N. Mcopele	16 February 2026

Revision Summary	Revised By	Revision Date
01		
02		

Acknowledgement:

I,_____representing.

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

_____ _____

Signature of Contractor Date

Comments:

_____

_____

_____

_____

_____

_____

LEGEND	
CR	Construction Regulations
CHSO	Construction Health and Safety Officer
GSR	General Safety Regulations
N-IH I Regs	Noise Induced Hearing Loss Regulations
HBA Regulations	Hazardous Biological Regulations
HIRA	Hazard Identification and Risk Assessment
Db	Decibels
H&S	Health and Safety
PPE	Personal Protective Equipment
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification

BASELINE RISK ASSESSMENT MATRIX EXPLANATION

Risk rating multiplier	Low =1	Medium =2	High=3
Likely consequences of an accident/incident (what are the potential results)	Minor damage to equipment / first aid treatment /	Possible fractures / lost time injury /compensation payout / equipment in need of repair	Serious injury /occupational disease / fatality, multiple fatalities / loss of equipment
Frequency of Exposure (how often does it happen)	Limited activity, maybe once or twice on a project (e.g. exposure of services)	Occurs fairly often on a project	Occurs daily, or continually
Probability of harm (likelihood of something going wrong)	Low, due to limited activity, limited people exposed	Moderate risk, happens within the industry, many exposed	Occurs often within industry, many exposed

low	med	high
1	4	12
2	6	18
3	8	27

The purpose of the Design HIRA is to assess risk relative to the existing design requirements and standards and attempt to understand the typical behaviors and practices of the Contractor or team doing the work. One should consider the standards used and refer to them, use drawings, read the design reports and have seen the site. The Agent needs to know and be able to assess the total circumstances that the project is going to operate in. The Agent also needs to understand the environment, relative to H&S and also the people, presence of the public, any particular issues that are known or could be problematic during the project. The Agent should consider the remoteness, the challenges of local labour, and specific requirements of the Client such as use of local labour. Knowledge of products specified, use of SDSs or MSDSs to be included, as well as statistical knowledge of incidents, diseases and fatality rates for similar types of work.

Risk rating and risk category	Risk rating and risk category	Risk rating and risk category
1	4	12
2	6	18
3	8	27

BASELINE RISK ASSESSMENT

OHS Specification for Motherwell Community health center Solar PV Installation

The base line risk assessment is to highlight hazards emanating from project risks identified.

	Low	Med	High
	1	4	12
	2	6	18
Risk Rating multiplier: Low = 1; Medium = 2; High = 3	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.

Residual risk

	Operation	Hazard	Design Risks identified as present	Likely consequences of an incident	Frequency of Exposure	Probability of harm	Risk rating and risk category	Describe the obvious control measures to be part of design	Likely consequences of an accident	Frequency of Exposure	Probability of harm	Risk rating and risk category	Accountability
1.	Site establishment	Existing services	Contact with electrical cable overhead. Contact with underground cable. Use of equipment under HV cable.	3	3	3	27	Erect waning signs, inform workers. Ensure staff are Experienced and competent to conduct Inspections. Inform workers no work under cable without permission and compliance with Eskom requirements.	3	2	2	12	Contractor, Construction Manager, CHSO
			Underground water pipe being damaged.	2	2	2	8	Care should be taken when excavating. Ensure that staff are experienced and competent to conduct inspections.	2	2	1	4	Contractor, Construction Manager, CHSO

			overhead telephone cables cut.	1	3	2	6	Erect warning signs, inform workers. Ensure that staff are experience and competent to conduct inspections	1	1	1	1	Contractor, Construction Manager, CHSO
2	Storage of Materials	Storage of construction material	Injury to staff , damage to property, theft of material, site security.	3	3	3	27	Proper separated demarcation areas to be allocated to the contractor, materials to be stored in demarcated areas. Ensure staff are experienced and competent to conduct inspections	3	1	1	6	Contractor, Construction Manager, CHSO
3	Office facilities	Working in cramped unventilated or poor lighting conditions, Poor hygiene.	Cross contamination among workers, spread of infections etc.	2	2	2	8	Office set-up to be checked for suitability. Office to be cleaned at regular intervals. Ensure offices are cleaned on a regular basis.	2	1	1	2	Contractor, Construction Manager, CHSO
4	Erection/building of an office	Poor office location	Poor positioning of offices, stores and parking areas Damage to Construction equipment, Vehicles, heavy lifting equipment et.c. Damage to existing electrical or Telecommunication lines. Damage to property of the community health center. Fire Fighting Equipment not provided	3	3	3	27	The principal contractor will be required to develop and submit prior to commencement of work a risk assessment, health and safety plan, the method statements, and all relevant supporting documentation to ensure that all overall activities are properly planned. When using lifting equipment and cranes to assist with site establishment or construction work, ensure that all relevant risk assessments and method statements are conducted & employees are briefed on the risks involved. Use competent employees to fulfil functions during the activities. Ensure that sites are suitably and sufficiently fenced off and provided with controlled access	2	2	2	8	Contractor, Construction Manager, CHSO

								points to prevent the entry of unauthorized persons.					
5	Working on site exposed to weather conditions	Ultra-violet sun rays	Exposure to effects of the sun	2	2	3	12	Personnel to wear proper PPE. Sunscreen lotion to be available for use by construction personnel. Safety talks to be carried out at toolbox talks	2	2	2	8	Contractor, Construction Manager, CHSO
6	General Waste management	Improper waste storage and disposal	Health and Environmental issues	2	2	3	12	All waste to be properly stored and disposed of at a registered/certified disposal site. No burning of cement bags or other refuse on site. Site to be kept tidy. Removal of all waste at regular intervals by a competent service provider.	2	1	1	2	Contractor, Construction Manager, CHSO
7	Construction plant and equipment	Struck by vehicle, vehicle overturns, untrained operator, unsilenced plant	Injury to staff, patients and damage to property, Damage to vehicle, Noise induced hearing loss.	3	3	3	27	Competent experienced staff and adequate pre-task training will be required. Competent fit operators. Proper supervision, operator training. Establish noise zones. Provide correct PPE including ear defenders/plug. NIHL regulations must be followed at all times.	3	2	2	12	Contractor, Construction Manager, CHSO
8	Weather-Related:	Extreme weather conditions (e.g., thunderstorms, extreme heat, cold, or precipitation).High winds.	Health risks, exposure-related illnesses, or accidents due to adverse weather. Falling from roof/scaffolding during high winds.	1	1	2	2	Monitor weather forecasts and take necessary precautions. Provide suitable clothing and gear for extreme conditions. Have designated shelter areas during storms.	1	1	2	2	Contractor, Construction Manager, CHSO

9	Chemical and Environmental:	Exposure to hazardous chemicals, pollutants, or contaminated soil. Improper use and storage of HCS	Health risks, chemical exposure, or environmental contamination. Fire, explosion and poisoning of persons	1	1	2	2	Identify and handle hazardous materials safely. Use appropriate personal protective equipment (PPE). Implement proper waste disposal procedures. Training of personnel on the proper management of HCS.	1	1	2	2	Contractor, Construction Manager, CHSO
10	Traffic and Site Access:	Traffic hazards when entering the community health center premises. Possible collision of construction vehicles and/or mobile plants with site personnel, property or members of the public while operating at work areas. Disruptions to EMS routes as well as visitors and community health center staff.	Injury or accidents involving vehicles. Obstruction to community health center entrance and routes.	2	2	3	12	Establish clear signage and traffic control measures. Use flaggers or barriers to direct traffic away from work areas. Follow established road safety procedures. A clear demarcation and separation of working space or areas between the Principal contractor and the members of the public or community health center personnel must be established.	1	1	3	3	Contractor, Construction Manager, CHSO

11	Subsurface Utility Conflicts:	Encountering unexpected services. Possible damage to existing property e.g. electrical supply or water line which could lead to disruption of community health center services. Electrocution of contractor personnel through the direct contact with underground/overhead powerlines which could lead to injuries or, in worst case fatality.	Damage to existing services.	1	2	3	6	-Coordinate with the COMMUNITY HEALTH CENTER maintenance to identify, mark utilities and safe guard them. -Train personnel to recognize utility markings and respond accordingly.-The principal contractor must obtain the relevant details and drawings depicting existing services of all kinds from the Competent Authorities, prior to commencement of activities. -Relevant risk assessments and safe working procedures must be developed and implemented accordingly. -Competent supervision and adequate pre-task training and induction required prior to activities. -Excavations opened overnight to be barricaded or fenced with a fence that is at least 1m in height. -No excavations must be left open over weekends and public holidays. -All excavation activities to be done with caution and assume services are present.	1	1	3	3	Contractor, Construction Manager, CHSO
12	Wildlife and Insects:	Exposure to wildlife or insect bites/stings in outdoor environments.	Allergic reactions, bites, or stings.	1	2	3	6	Provide insect repellent and protective clothing. - Educate Contractors about local wildlife and safe interactions. - Establish protocols for dealing with encounters (snakes or venomous insects).	1	1	3	3	Contractor, Construction Manager, CHSO

13	Material Handling and Lifting:	Manual handling of heavy equipment or drilling tools. Loads with sharp edges/corners. Ergonomic risks.	Musculoskeletal injuries due to improper lifting or handling techniques. Lifting of items with sharp edges and corners could cause lacerations to hands and other body parts.	1	2	2	4	Provide training in proper lifting techniques. - Use mechanical aids for lifting heavy item when feasible. - Rotate tasks and schedule breaks to prevent overexertion. Regular tool box talks to be conducted. All activities to be supervised by a competent person.	1	1	2	2	Contractor, Construction Manager, CHSO
14	Mechanical Lifting equipment	Uneven ground, loose soft soil, overhead power lines or other obstruction. Machine not properly checked if all in order. Incorrect positioning of equipment ensuring it is level before carrying out the lifting activities	Machine could not tilt or become bogged down and malfunction resulting in injury to personnel, damage to property or even death. Controls not functioning correctly, oil leaks causing pollution to the environment.	3	3	3	27	Correct inspection and evaluation of the working area. Ensure working area is clean and that the machine is stable. All operators to have competency certificates and employees to be inducted. Ensure the machine is correctly positioned and will not be over extended in any particular direction of operation. Barricade teh area to prevent unauthorized entry.	3	2	2	12	Contractor, Construction Manager, CHSO
15.	Personal Protective Equipment (PPE):	Inadequate or improper use of PPE.	Reduced protection from workplace hazards.	2	2	2	8	Provide appropriate PPE for specific tasks. - Conduct regular PPE inspections and ensure correct usage. - Enforce compliance with PPE requirements.	1	1	2	2	Contractor, Construction Manager, CHSO

16.	Communication Hazards:	Lack of communication or unclear instructions during activities.	Misunderstandings leading to accidents or errors.	1	2	2	4	Establish clear communication channels and protocols. - Conduct safety briefings and ensure all team members understand instructions. - Encourage open communication and reporting of safety concerns.	1	1	2	2	Contractor, Construction Manager, CHSO
17.	Inadequate Training:	Insufficient training in techniques, safety procedures, or equipment use.	Inefficient work processes, unsafe practices, or accidents.	1	2	2	4	Provide comprehensive training for all Contractors. - Ensure workers are competent to perform their assigned tasks. - Offer ongoing training and updates as needed.	1	1	2	2	Contractor, Construction Manager, CHSO
18.	Client and Public Relations:	Managing interactions with clients or the public.	Miscommunications, conflicts, or disputes.	1	2	2	4	Establish clear lines of communication with clients and stakeholders. - Address concerns and conflicts promptly and professionally. - Document agreements and communication with clients and stakeholders. Planned tasks to be communicated promptly with the end user.	1	1	2	2	Contractor, Construction Manager, CHSO

19.	Hazardous Biological Agent:	Potential exposure to infectious agents in a community health center environment.	Transmission of infections to Contractors or community health center occupants leading to occupational diseases.	2	2	3	12	Employees to be trained on how to protect themselves when working in the community health center environment to avoid contracting HBA. Adhere to community health center infection control protocols. Wear appropriate PPE, including gloves and masks when entering community health center facilities. Maintain strict hygiene practices, including handwashing and sanitization. Workers working in areas where they will be in direct contact with body fluids of patients to be vaccinated against Hepatitis A & B.	1	1	2	2	Contractor, Construction Manager, CHSO
20.	Unknown Existing services:	Damage to existing services.	Can lead to leaks, fires, explosions, or electric shocks.	1	1	3	3	Safe Work practices.	1	1	2	2	Contractor, Construction Manager, CHSO
21.	Dust and Air Quality:	Dust and particulate matter generated by construction activities.	Air quality degradation and potential respiratory health issues for patients and staff.	1	1	2	2	Implement dust control measures, including water spraying and dust barriers. - Monitor air quality and use air filtration systems where necessary. - Schedule activities that generate dust during low-occupancy times.	1	1	1	1	Contractor, Construction Manager, CHSO
22.	Patient safety including staff and Visitors:	Presence of patients, visitors, and staff in the community health center.	Disturbance to community health center operations, privacy concerns, or accidents involving community health center occupants.	2	2	2	8	Clearly communicate the purpose and duration of construction activities to community health center staff. Implement safety barriers or signage to direct people away from work areas. Minimize disruptions to community health center operations as much as possible.	1	1	2	2	Contractor, Construction Manager, CHSO

23.	Emergency Response Coordination:	The potential for emergencies within the community health center during the construction phase.	Delayed emergency response or confusion during an emergency situation.	2	2	3	12	Coordinate emergency response procedures with community health center administration. Ensure Contractors are familiar with community health center evacuation and emergency protocols. Maintain clear communication channels with community health center security and emergency response teams.	1	1	3	3	Contractor, Construction Manager, CHSO
24.	Patient Privacy and Confidentiality:	Contractor having access to patient information or sensitive areas.	Breach of patient privacy or violation of healthcare regulations.	2	2	2	8	Limit access to patient areas to only essential personnel. Ensure all Contractors sign confidentiality agreements. Observe patient privacy rules and HIPAA regulations.	1	1	2	2	Contractor, Construction Manager, CHSO
25.	Noise and Disturbance:	Noise generated by the contractor's activities affecting patient comfort and recovery.	Increased stress levels among patients and staff.	1	2	2	4	Schedule noisy activities during non-peak hours or low-occupancy times. Use noise-reducing equipment or barriers. Communicate with community health center administration to minimize disruptions.	1	1	2	2	Contractor, Construction Manager, CHSO
26.	Community health center-Specific Protocols:	Lack of familiarity with community health center-specific safety protocols and procedures.	Failure to comply with community health center rules, leading to incidents or accidents.	1	2	2	4	Collaborate closely with community health center safety officers. Attend community health center orientation and safety training as required. Adhere to all community health center-specific safety guidelines and policies.	1	1	2	2	Contractor, Construction Manager, CHSO
27.	Emergency Medical Services (EMS) Access:	Potential obstruction of EMS access routes due to construction activities.	Delayed medical response in case of emergencies leading to medico legal cases.	1	2	2	4	Coordinate with community health center administration to identify and maintain clear EMS access routes. Ensure all construction equipment and materials are stored in designated areas that do not block access routes.	1	1	2	2	Contractor, Construction Manager, CHSO

28.	Communication with community health center Staff:	Miscommunication or misunderstanding between Contractors and community health center staff.	Errors, conflicts, or disruptions in community health center operations.	1	2	2	4	Establish a clear point of contact within the community health center for communication and issue resolution. Hold regular meetings with community health center staff to review progress and address concerns.	1	1	2	2	Contractor, Construction Manager, CHSO
29.	Use of electrical equipment:	Contact with electricity.	Possible injuries, electrocution if used incorrectly. Noise generated by portable electrical equipment which will lead to noise induced hearing loss. Properly loss due to fire.	3	2	3	12	Ensure all connections are secure, no breaks in cable. - Proper routing of cables on site. - Certificate of Compliance for electrical supply to be provided. -Principal Contractor to provide PPE (Ear Protection) for employees exposed to noise. Workers should be rotated to reduce exposure. -Noise must be measured and if found to be more than 85 decibels, the contractor must provide means to mitigate the impact. -Only trained competent persons with the knowledge in the use, limits and hazards pertaining to a specific portable electrical tool may work with the tools; -Workers trained on the correct use of personal protective equipment issued for use with the tools; -The person using the portable electrical tools must ensure it is in a safe working condition	3	2	1	6	Contractor, Construction Manager, CHSO, Electrical Supervisor
30	Electrical installations- Permanent and temporary.	Contact with live electricity.	Untrained / incompetent persons carrying out electrical installations (Can lead to electrical shock or electrocution and damage to property and equipment and	3	2	3	12	Only competent Registered Persons as defined in the Electrical Installation Regulations pertaining to the category of electrical installations carried out may carry out any electrical installations	3	2	1	6	Contractor, Construction Manager, CHSO, Electrical Supervisor

			can also lead to loss of life)											
31.	Barricading / Hoarding	Construction site - Barricading / Demarcating / Hoarding	Interaction with existing COMMUNITY HEALTH CENTER activities / personal and general public during construction could cause injuries. Interruption/obstruction of emergency services and community health center activities.	3	3	3	27	Extra special care and planning and communication between the contractor and community health center staff were working in close vicinity to critical patients areas. A solid hoarding structure to be above ceiling height to be considered. The contractor is to ensure to price correctly for barricading and hoarding to ensure sufficient barricading around each construction area. Clear warning, directional and safety signage to be fixed in areas were construction is undertaken.	3	2	2	12	Contractor, Construction Manager, CHSO
32.	Asbestos Management (Please note: this will only be applicable should there be any Asbestos Containing material identified on site)	Asbestos work	Potential to pollute the environment and pose a health risk to human health	3	3	3	27	Contractor to notify client immediately should any asbestos containing material be identified on site. Asbestos management to be done in accordance with the Asbestos Abatement Regulations of 2020. All Employees to wear the correct PPE when working in close proximity to areas containing Asbestos	2	2	2	8	Contractor, Construction Manager, CHSO / Accredited Asbestos Removal Company Contractor, Construction Manager, CHSO
33.	Excavations	Plant & Manual	Excavation trenches left open resulting employees and members if public tripping and falling	3	2	3	18	All excavations work must be supervised by a competent person who has been appointed in writing as an excavation supervisor. All excavations must be inspected regularly and a register be kept for	3	2	2	12	Contractor, Construction Manager, CHSO, Excavation Supervisor

			resulting in Injuries or even death. Damage to the existing fauna and flora. Employees exposed to ergonomics risks during manual excavation.					inspection by an auditor. Provide safe access to excavations by means of a step ladder. excavations should not be left open longer than necessary. excavation should be barricaded/shored as required. Toolbox talks to workers on a regular basis.						
34	Manual Handling	Lifting of heavy loads and ergonomic risks such as loading and offloading of equipment	Possibility of bodily injury, damage to material and equipment.	3	3	3	27	Employees must never pick up anything that is too heavy for one person; If they battle to lift an item, they must get assistance; Where possible mechanical lifting equipment must be used to pick up heavy equipment Detailed risk assessment and training on RA; Toolbox talks; Supervision; Constant reinforcement & specific instructions to employees; ergonomic risks assessment to be done by a competent person; employees to be trained on ergonomic risks and proper way of lifting.	3	2	2	12	Contractor, Construction Manager, CHSO, Excavation Supervisor
35	Loads with sharp edges/corners	Lacerations when getting into contact with sharp edges	Sharp edges and corners could cause lacerations to hands and other body parts	3	3	3	27	Load to be inspected before lifting to check for sharp edges & corners; To wear leather gloves when picking up equipment and materials to protect against hand injuries. Detailed risk assessment and training on RA; Toolbox talks; Supervision; Constant reinforcement & specific instructions to employees	3	2	2	12	Contractor, Construction Manager, CHSO, Excavation Supervisor

PART C2
PRICING DATA

C2.1 Pricing Instructions

1 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, 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 C2.3: BILLS OF QUANTITIES

Item No		Unit	Quantity	Rate		Amount
	PREAMBLE **WORK GROUP ALLOCATION** **GENERAL SPECIFICATIONS** NOTE: The use of trade names in this Bill simply serves to indicate a standard acceptable to the Department of Health. Any other equal approved brand may be used. NOTE: Tenderers are advised to study the model Preambles for trades before pricing this bill **SUPPLEMENTARY PREAMBLES** **Distribution boards etc** Rates for distribution boards etc where applicable are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings, unless otherwise stated **Switches, socket-outlets etc** Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates **Light fittings** Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described **Scope of Works** This Bill must be read in conjunction with PART C3 - SCOPE OF WORKS and the detailed instructions for the donated equipment to ensure full understanding of the site conditions, special instructions, security and safety at the facility.					
	Carried Forward			R		

Item No		Unit	Quantity	Rate		Amount
	Section 0: Preliminary and General Items					
1	**Health and Safety File** Reference DOHEC H&S specification	Sum	1			
2	**PPE and Safety Equipment** Ground based activity only	Sum	1			
3	**Site establishment [Mobilization]** Construction equipment and storage demarcation Temporary fencing, and site office, ablutions	Prov Sum	1	R15 000		R15 000
4	**Plant Hire** Equipment off loading and logistics on site Inverter rigging and placement	Prov Sum	1	R25 000		R25 000
5	**Administration, Purchasing and Logistics** In-transit insurance	Sum	1			
6	**Documentation** Review drawings, working instructions Mark-up "As - Built" Drawings and submission	Sum	1			
7	**Planning Schedules and Progress Reporting** Reference all Runda documentation and develop a detailed project execution schedule and associated progress milestones report	Sum	1			
8	**Maintenance Plan** Allow for a 12 month maintenance period for all installed systems (excluding fencing as it is catered for under Section 5)	Sum	1			
	Carried Forward					

Item No	Description	Unit	Quantity	Rate	Amount
	Section 1: LIGHTING AND SMALL POWER				
	GALVANISED CONDUITS COMPLYING WITH SANS 950/60614/61386				
	Conduits in ceiling void including bends, elbows and galvanised steel draw wire, bending, threading, jointing, short lengths, couplings, tees, saddles.				
1	20mm Diameter	m	20		
	Chased and/or fixed into brickwork including bends, elbows and galvanised mild steel draw wire, bending, threading,				
	jointing, short lengths, couplings, tees, saddles, draw boxes (making good of chased by others)				
	Fixed in dry wall partitioning.				
2	20mm Diameter	m	20		
	CONDUIT BOXES AND FITTINGS				
	Galvanised steel surface fixed in ceiling void				
3	60mm Diameter x 50mm deep conduit switchbox to receive 20mm conduit **Galvanised steel fixed onto conduit and chased into brickwork, locknuts and bushes**	No	2		
4	Round conduit box for 20mm diameter conduit	No	2		
5	100 x 100 x 50mm Deep box	No	1		
6	100 x 50 x 50mm Deep box	No	2		
	LUMINAIRES AND EQUIPMENT				
	Supply and install luminaires or equipment complete with LED lamps, connectors, brackets etc mounted in position as reflected				
	on the drawings accompanying this BOQ				
7	230VAC 24W IP65 600x60x29mm Linear Batton LED fitting, surface mounted on the ceiling.	No	2		
	CONDUCTORS				
	PVC insulated stranded copper conductor drawn into wireways. Included are bobbins, cleats, clips and binding wire,				
	and allowance for additional lengths at connections				
8	2,5mm²	m	30		
	Bare stranded copper earth conductor drawn into wireways. Included are bobbins, cleats, clips and binding wire				
	and allowance for additional lengths at connections				
9	2,5mm²	m	30		
	LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.				
	Switches/Power points ('crabtree or clipsal" or similar approved) including white coloured baked enamel cover				
	plate, fixing, connections, etc. chased into brick walls (outlet boxes				
	elsewhere measured)				
10	16A One-lever one-way switch	No	2		
	Carried Forward				

Item No		Unit	Quantity	Rate		Amount
	Brought Forward					
	Section 2: Project Services, Labour, and Logistics					
1	**Project Planning and Technical Preparation** Provide documented project plan, milestones and weekly updates	Sum	1			
2	**Site Survey and Placement Positioning** Inspect site conditions (deviation < 20mm), mark foundation position (deviation < 10mm), establish backfill and compaction required for bases as specified in manufacturer documentation.	Sum	1			
3	**Collection of Free-Issued Equipment** RSEC-114kWh-50kW BESS cube and ground mount PV equipment Collect and transport equipment from Frere Hospital/CMH to Motherwell CHC Place equipment in designated areas and rigging of heavy items where necessary	Prov Sum	1	R60 000		R60 000
	Carried Forward					

Item No		Unit	Quantity	Rate		Amount
	Brought Forward					
	Section 3: Civil Works and Foundation Materials Rates shall include provision for required specialist skills and equipment where necessary.					
1	**Structural Integrity Report** The integrity of the issued ground mount structure and installation to be authorised by a registered structural engineer.	Sum	1			
2	**Site Preparation, Levelling and Drainage** Foundation treatment, drainage measures as necessary for Ground Mount structure Removal of all vegetation and trees on identified site and preparation for security fence installation.	Sum	1			
3	**Concrete and Building materials** Cement, sand, gravel, water (for foundation pouring). All materials required to make good all excavation and civil construction work necessary for installation as per layouts. Materials to raise foundation about 300mm above ground level	Sum	1			
4	**Construction of bases for Ground Mount Structures** Use of free issued steel mould for foundation concrete pouring after setting out fixing bolts as issued.	Sum	1			
5	**Maintenance Platform Construction** Walkway and ground preparation to facilitate maintenance and prevention of vegetation growth.	Sum	1			
6	**Inverter Enclosure** Clean and paint the designated Inverter room and check roof integrity Prepare bases as per manufacturer's specification Prepare entry holes for DC and AC cable sleeves	Sum	1			
7	**Cable sleeves and Wireways**					
7,1	Excavate trench from Inverter room to Main DB room	m^3	10			
7,2	Prepare bedding and lay 100 HDPE sleeves, backfill and compact	m^3	5			
7,3	Repair roadway and make good to original standard	m	24			
7,4	Excavate trench from Inverter room to PV array	m^3	14			
7,5	Seal sleeve ends as directed to prevent moisture ingress	Qty	4			
	Carried Forward					

Item No		Unit	Quantity	Rate		Amount
	Brought Forward					
	Section 4: Equipment installation, testing and commissioning Contractor to allow for installation of all free issued material, collected from storage to site as allowed for in section 2, including all miscellaneous parts complete as per the manufacturer specification					
1	**Battery Energy Storage System (BESS)**					
	RSEC-114kWh-50kW BESS Cube	No	1			
2	**Solar Modules**					
	550W Double Glass PV module (Example: RS550S8-144, 2278 * 1133 * 30mm)	No	64			
3	**Ground Mounting Structure and Mechanical Components**					
	Assembly of the 100 kWh Off-Grid system module structure onto prepared bases as per the specifications	Sum	1			
4	**Electrical, Cabling, and Grounding Materials**					
	(Installation for the 100 kWh Off-Grid system material as per the specifications)	Sum	1			
5	**Wire Groove, Conduit, and Accessories**					
	(list for the 100 kWh Off-Grid system material as per the specifications)	Sum	1			
6	**Installation Tools**					
6,1	(The recommended list to be used as prescribed)					
6,2	All additional tools not provided in the FREE ISSUE packs are to be provided by the contractrator.	Sum	1			
7	**Balance of Material**					
	While the **BESS cube** and the **ground mount PV equipment** are explicitly listed as free-issued items to be collected and transported by the contractor, all necessary additional materials (like concrete components, molds, drainage supplies), specialist tools, specific cable accessories (like terminals, heat shrink tubing, MC4 connectors), and structural fasteners beyond those potentially included with the main structure components (such as specific bolts and expansion anchors for site foundation/BESS) must be included in the BOQ and sourced by the contractor.	Prov Sum	1	R45000		R45000
	Contractor to allow for supply and installation of all material listed below					
8	**Balance of Electrical/Mechanical equipment**					
	(Additional equipment and cable required [Refer to SLD])					
8,1	Supply and install AC Isolation Board RDB - comprising:	No	1			
8,2	ABB TruONE™ ATS, OXB125U3S22QB_ 125 A Auto Changeover	No	1			
8,3	ABB 125A 3 pole MCCB	No	1			
8,4	ABB 125A 4 pole Isolator	No	1			
8,5	4 core x 35mm2 Copper HO7 Flexible cable	m	30			
8,6	16mm2 BCE	m	35			
8,7	1.5m Steel copper clad earth electrodes	No	5			

8,8	110mm HDPE cable sleeves for buried service	m	60			
9	**Testing, Commissioning, and Training** Functional testing, system monitoring setup, staff operation training.	Sum	1			
10	**Certification and Documentation** Electrical Certificate of Compliance COC Registration of installation with NMBM Commissioning report and Engineering sign off	Sum	1			
	Carried Forward					

Item No		Unit	Quantity	Rate		Amount
	Brought Forward					
	Section 5: Fencing					
1	**Perimeter Fencing Installation** Robust fencing system, minimum 1.8 meters high. Must comply with OHSA and SANS 10222-3.	m	80			
2	**Access Gates and Locking Mechanisms** Secure access gates with quality locking mechanisms (e.g., SANS 1533:2014 compliant locks).	Sum	1			
9	**Maintenance Services (Security)** Establishment of maintenance schedules and inspection protocols for ongoing fence integrity and hole prevention, and regular maintenance to ensure camera functionality and clear footage (twice during the deffects liability period of the first 12 months adfter practical completion-i,e once every 6 months)	Sum	1			
	Carried Forward					

Item	Description	Unit	Qty	Rate	Amount
	Brought Forward **Section 6: CCCTV and Biometrics (Access control)** **SECURITY SYSTEM**				
	To supply, deliver and install the CCTV and Alarm security system as designed on EE20241-007				
	The prices are to be priced net and shall include for profit and attendance on the specialist sub-contract				
	CONDUITS COMPLYING WITH SANS 950/60614/61386				
	Conduits in ceiling void including bends, elbows and galvanised steel				
	draw wire				
1	20mm Diameter galvanised steel	m	30		
	Galvanised steel channel complete with galvanised cover suspended from trusses or concrete slab with and				
	including hangers, end caps and bends				
4	P8000 Channel for Access control cabling	m	4		
	SLEEVES				
	Unplasticized polyvinyl chloride (UPVC) sleeve piping including short				
	lengths , elbows and jointing, laid in trench, including galvanised mild steel				
	draw wire (trench backfilling measured elsewhere)				
5	75mm Diameter sleeves	m	100		
	EXCAVATIONS, ETC.				
	Excavation in earth not exceeding 1m deep for cable trenches including risk of collapse of excavations, keeping excavations				
	free from water, setting aside excavated material for re-use later in refilling of the trenches.				
6	Cable or sleeve trenches not exceeding 1m deep and 0.45m wide	m^3	40		
7	Extra over excavations in 'earth' for cable or sleeve trenches in 'soft rock'	m^3	15		
8	Selected and approved material from the excavation, in backfilling in trenches, to specified density	m^3	10		
9	Extra over excavations for carting away surplus material to dumping site to be located by the contractor	m^3	5		
	MANHOLES				
11	600 x 600 x 600mm Deep electrical manhole for main supply cables	No			
	complete with Type 2A polymer cover per typical manhole detail on drawing MWL-SSL-007 REV0				
	CCTV AND BIOMETRICS				
12	40" Smart TV Monitor	No	2		
13	Wall Mount Brackets for the TV monitor	No	2		
14	Multimedia Streaming Box	No	1		
15	T60 Camera Weather Mount Box	No	6		
16	3M HDMI Cable	No	2		
17	8 port PoE Switch	No	3		
18	9U Network Cabinet	No	3		
19	"HikVision 8 channel NVR or equal and approved	No	1		
20	HDD (1 TB)	No	1		

21	Indoor/Outdoor 360 Degree Dual Band Wifi 6 Access Point	No	3		
22	HikVision Face Access Terminal or equal and approved	No	2		
23	Outdoor Box (8 Port PoE Switch)	No	1		
24	HikVision 2.8mm 4mp Dark fighter IP Camera or equal and approved	No	5		
25	HikVision 2.8mm 4mp Indoor IP Bullet Camera or equal and approved	No	1		
26	CAT6 Outdoor cable	m	500		
27	Maglock with bracket, cabling and power supply unit	No	2		
28	50mm x 1.8m galvanized steel poles	No	3		
29	100 x 100 square tube pole (3.5m length)	No	4		
30	Brackets for poles	No	3		
	SUNDRIES				
31	Provide for commissioning, testing, training and certification including sundry	Item	1		
	material and items necessary to meet the requirements of the installation				
32	**Items necessary for the full completion of the installation and not included above:**				
	Carried Forward				

Item		Unit	Quantity	Rate	Amount
	Section 7: Summary				**Rand**
1	**Section 0: Preliminary and General**	item	1		
1	**Section 1: Lightning and Small power**	item	1		
2	**Section 2: Project Services, Labour, and Logistics**	item	1		
3	**Section 3: Civil Works and Foundation Materials**	item	1		
4	**Section 4: Equipment (Including Free-Issued Items)**	item	1		
5	**Section 5: Fencing**	item	1		
6	**Section 6: CCTV and Biometrics (Access Control)**	item	1		
			Sub Total		
7	**Contingency amount**	%	**10**		
	(This amount shall be utilised on written permission by the electrical engineer)				
	All require supporting documentation to substantiate its use shall be submitted with the claim				
	It will be 10% of the total construction cost				
			Grand Total		
	add 15% Vat			15%	
	Grand Total				

PART C3: SCOPE OF WORK

C3.1 SCOPE OF WORK

The RSEC-114kWh-50kW system is designed for off-grid operation and features a rated energy capacity of 114.688kWh and a rated off-grid AC power of 50kW.

1. Project Planning, Preparation, and Concept Confirmation

The Contractor shall undertake necessary planning, administrative, and design-support tasks before commencing physical installation.

1.1 Technical Preparation and Personnel

1. Training and Qualification:
   Key management and technical requirements as per tender returnable list T2.1
   Personnel must read and review construction drawings and specifications and receive relevant training.
2. Reference Documentation:
   1. RSEC-114kWh-50kW Product User Manual
   2. 100kWh OG SPV Installation Instruction
   3. EPCS Series (50~105K) PCS Technical specification V3.0.5

   These documents should be studied in detail before commencing work.
3. Safety Protocols:
   Tender Safety and Specification and Baseline Risk Assessment requirements will apply as per Annexure F on Health and Safety Specification. A security management policy and regular risk assessments should guide access control implementation to adjust for threat levels.

1.2 Site Survey and Concept Confirmation

1. Confirm Plan:
   Conduct a detailed site survey (site visit) at Motherwell CHC to confirm and clarify the client design plan using the reference documentation.
2. Site Assessment for Ground Array (Civil/Geological):
   Inspect the site flatness to ensure the height difference between the highest and lowest points is not excessive; otherwise, the site must be levelled.
   Check the foundation ground bearing capacity to ensure it can support the system (Weight: 1.85t) without settlement, overturning, or collapse.
3. Placement and Positioning:
   Determine the exact placement of the BESS cube and the ground-mounted PV array as per installation instructions.
4. Site Information for Design:
   Assist the Employer's electrical engineer by providing site information required to prepare the detailed final design for successful installation.

1.3 Bill of Quantities (BOQ) Development

1. Material List and Balance Supply:
   Finalize a comprehensive BOQ encompassing all project phases. The Contractor shall supply the balance of material needed for completion, in addition to the free-issued equipment collected. This includes (but is not limited to):
   - Civil Work Materials: Concrete components, sand, gravel, water, M12/M16 embedded bolts/expansion screws, suitable sealant for cable entry sealing.
   - PV/Mechanical Materials: Photovoltaic bracket components, rail connections, bolts/nuts (M10, M12), Corner steel (grounding), anti-rust treatment material.
   - Electrical/Trunking Materials: Cable trays, wire grooves (U-shaped 100x50mm), line slot connection sheets/joints, galvanized steel pipe (DN32), AC and DC cables (e.g., 4mm² DC cable, 25mm² DC/AC cable for cluster/cabinet to power distribution room), connectors (MC4, OT terminals).
   - Labour: Account for all technical, electrical, civil, and general labour costs.

2. Logistics and Procurement

The Contractor shall be responsible for securing and transporting all required materials.

2.1 Collection of Issued Material:
Collect the free-issued RSEC-114kWh-50kW BESS cube and associated ground mount PV equipment from the designated storage locations: Frere Hospital and CMH in Buffalo City.

2.2 Material Inspection:
Check materials against the material list to prevent delays and verify whether any damage occurred during transportation. Immediately notify the project manager if damaged solar modules are found.

2.3 Transport to Motherwell CHC:
Transport the equipment to Motherwell CHC . The system should be lifted and transported as a whole. Ensure the vehicle used meets the appropriate load capacity (ESS Weight: 1.85t).

2.4 Transport Safety:

During transport, keep the movement slow and steady, paying attention to the centre of gravity marked on the packaging.

3. Civil and Mechanical Installation

The Contractor shall execute site preparation, foundation construction, and mechanical assembly of the ESS and PV array.

3.1 Site Preparation and Foundation Work

1. Site Levelling and Drainage:
   Level the site if required. Construct necessary drainage measures to prevent long-term water soaking of the foundation.
2. Foundation Construction:
   Build a concrete foundation with a sufficient cross-sectional area and height. It is recommended that the foundation be about 300mm higher than the installation site level to prevent rainwater erosion. The foundation should bear a total load greater than 3 tons.
3. Cable Routing and Embedding:
   Reserve enough space for the AC/DC cable trough and embed the cable conduit in advance, determining the specifications and quantity of conduits based on cable type and count.
4. Foundation Grounding:
   Embed the grounding unit according to local standards, leading grounding points to the top of the foundation.
5. Fencing and Physical Access Infrastructure: Fencing should be robust and comply with the Occupational Health and Safety Act and South African National Standards. Typical fencing height for solar farms is at least 2.1 meters.

3.2 BESS Cube Installation

1. Hoisting and Placement:
   Hoist the RSEC-114kWh-50kW unit using the four rings designed for lifting. Hoisting must be vertical, steady, and conducted only by qualified professionals.
2. Fixing the System:
   Secure the system to the base using bolts, typically M16 bolts inserted into the 18x58 long waist holes in the base steel. Ensure the equipment is installed horizontally and not tilted.
3. Space Requirements:
   Place in designated room [clean and paint before work commences]. Ensure adequate installation space is reserved for maintenance, ventilation, and heat dissipation (e.g., ≥800mm clearance front/rear, ≥1000mm clearance on sides for maintenance access). Excavate route for AC and DC cables as required on site.
4. Aesthetic/Safety Checks:
   Repair any cabinet scratches immediately to prevent rust. Remove protective film from inlets and outlets before starting the system.

3.3 Photovoltaic Array Installation (Ground Mount)

1. Ground Mount Construction:
   Install the photovoltaic bracket based on required layout drawings. This typically involves:
   - Place point positioning and installation of steel mould.
   - Concrete pouring.
   - Installation of columns, adjustable bases, and slant supports, ensuring specified clearances (e.g., distance between concrete blocks of 2600mm front/back and 2100mm left/right for illustrative 100kWh model).
   - Installation and connection of lead rails.
2. Module Installation:
   Install the solar modules ensuring correct location, orientation and clamping method is adhered to.
3. Trunking and Galvanized Pipe: Install wire groove and galvanized pipe (DN32) for cable protection.

3.4 Security Hardware Installation (New Section)

1. Access Gates: Access gates should be secure with quality locking mechanisms (e.g., SANS 1533:2014 compliant locks) and potentially automated or remote-controlled for monitoring.
2. CCTV Camera Placement: CCTV cameras should cover all perimeter areas and key internal points including inverter stations, control rooms, and storage facilities. Cameras must be able to operate in rural outdoor environments with night vision capabilities. Reference should be made to the CCTV and Biometrics (access control) installation drawing under Annexure 2 (MWL-SSL-007 Rev0) at the end of this tender documentation.

4. Electrical Installation and Integration

The Contractor must complete all electrical connections, grounding, and system integration.

4.1 Grounding System Installation

1. Grounding [Earth] Rod Installation:
   Install two grounding piles (1.5 meters long) driven into the soil.
2. Grounding Connections:
   Connect the grounding cable (e.g., BVR 10mm²) to the PV array, junction box (PE end), and securely fix the ground connection between the ESS device and the ground electrode.
3. Resistance Measurement:
   Measure and record the grounding resistance after connection; it must be less than 1 Ω. Apply anti-rust treatment after grounding.

4.2 DC and AC Cabling

1. Safety First:
   Before any electrical work, ensure the ESS is disconnected from all external power and remains powered off for 20 minutes.
2. DC Cabling:
   Connect the DC cables from the PV array to the junction box, and then connect the cluster box to the ESS cabinet. Securely crimp terminals and connect the DC cable to the corresponding terminal on the ESS.
3. Load Wiring (AC):
   Connect the load AC cable from energy storage cabinet to power distribution room to the ESS output terminals.
4. Cable Management:
   Cables must be routed through embedded conduits or concealed wireways.
   SANS10142-1 standards are to be always observed irrespective of contrary information from the BESS supplier.
5. Sealing and Waterproofing:
   After all wiring is complete, seal the cable inlets and outlets at the bottom of the system with suitable material to prevent ingress of impurities, rodents, and flying insects.

4.3 Integration as Off-Grid Changeover Unit

1. DB Integration:
   Integrate the RSEC-114kWh-50kW system output into one of the key sub distribution boards in the clinic as per [Motherwell CHC RSEC-114kWh-50kW BESS Schematic]
2. Off-Grid Functionality:
   Ensure the installation facilitates operation in off-grid mode. Since the initial Runda systems were configured as off grid, the installation must ensure the BESS can reliably supply the connected critical load DB during grid loss.
3. Changeover Mechanism:
   Configure the connection to the sub-DB to function as an off-grid changeover unit and involves installing an Automatic Transfer Switch (ATS) electrical cabinet for return to Grid supply when the BESS is unable to carry the load.

4.4 Security System Electrical Integration and VMS Setup (Refer to ANNEXURE 1 - Security)

1. The fence must be installed by registered and qualified professionals. Warning signage must be clearly visible.
2. Access Control System Wiring: Access control systems should include electronic card readers, biometric systems, or similar authentication technologies to restrict entry to authorized personnel.
3. Dedicated Video Management System (VMS) Setup: A dedicated VMS should offer centralized monitoring, real-time alerts, and playback capability.
4. Remote Access and Security: Remote access should be secured with authentication and preferably use encrypted data streams to prevent hacking.
5. System Integration: The VMS system should support integration with alarms and access control systems for comprehensive security management.
6. Data Storage: Video data should be stored securely with redundancy to prevent loss of evidence

4.5 SCADA monitoring and control system (Refer to Runda installation requirements)

5. Testing, Commissioning, and Documentation

The Contractor shall execute necessary safety checks, power-on sequences, functional testing, and final documentation.

5.1 Pre-Commissioning Safety Checks

1. Grounding Verification:
   Confirm that the grounding equipment is effective.
2. Cable Integrity:
   Check all cables for damage and ensure all connections, especially high-voltage cables and connection bars, are securely tightened to the specified torque (e.g., M8 bolts: 12 Nm) to avoid poor contact or overheating.
3. Polarity Check:
   Verify that AC L/N pole and DC positive/negative pole of the power supply line are not reversed or incorrectly connected.

5.2 System Commissioning

1. Power-on Sequence:
   Follow the multi-step power-on process detailed in the manual, including checks of input voltage, switching on the UPS, and switching on the high voltage box.
2. Functional Testing:
   Perform functional/operational tests of the physical environment elements under full operation. This includes testing the ESS startup/shutdown sequence and verifying safety functions, such as the emergency stop button and LCD stop function.
3. System Monitoring:
   Ensure the lightweight Energy Management System (EMS) supports local LAN access for viewing real-time system status, remote control, and system parameter setting. Verify the communication status of all ESS devices.
4. Commissioning Report:
   Prepare a commissioning report documenting the performance of physical environment elements and system compliance.
5. Security System Testing:
   Regular maintenance is critical to ensure camera functionality and clear footage. Test the operation of the electrified fence and the functionality of integrated access control and VMS systems.

5.3 Labour, Training, and Closeout

1. Staff Training:
   Provide the owner's operating staff with instructions on how to properly operate systems and equipment.
2. Maintenance Schedule:
   Provide a plan for periodic maintenance (e.g., monthly checks on fan operation and fire protection; six-monthly checks on cabinet fixation, rust, and cable sealing). This plan must include maintenance schedules and inspection protocols essential to ensure ongoing fence integrity and hole prevention.
3. Final Documentation:
   Furnish the owner with:
   - Complete manufacturers' operations, maintenance, and preventive maintenance instructions.
   - Parts lists and procurement information for installed equipment.
   - Design data, including structural design loadings and electric power requirements of installed equipment.
4. Certification and Compliance (CoC):
   Obtain the necessary engineer sign-off and Certificate of Compliance (CoC), certifying the safety and compliance of the electrical work and installation to required standards.

PART C4: SITE INFORMATION

C4.1 THE SITE

Motherwell CHC is a primary healthcare facility located in Motherwell in Gceberha (Port Elizabeth) Eastern Cape, (geographic coordinates 32°48'42.65"S,25°35'52.63"E). It is within the Nelson Mandela Bay District Municipality

C4.2 WORK AREA

Employer shall make available a work site, free of charge, to the Contractor for the duration of the Contract. The location of the site will be pointed out by the electrical engineer during the site clarification meeting. The Contractor shall submit a site layout plan indicating the proposed working areas, storage, stock piling area, amongst others before for approval by the Project Manager before establishing on site.

C4.3 ACCESS

The site is accessible however the tenderers are to familiarise themselves with the site to determine routes for site access, restrictions and proximity to existing structures.

C4.4 GENERAL

Existing Services

The absence of as-built documentation makes very difficult to know where the existing services running underground. As a result of this situation, the tenderer should ensure they investigate the extend of the existing services such water pipes underground, electric cables to ensure damage avoidance during construction. This exercise shall be carried out at construction planning stage and the findings discussed with the electrical engineer.

ANNEXURE 1: SECURITY SPECIFICATION

CCTV AND BIOMETRICS SYSTEM

1.2 General

The CCTV surveillance system shall consist of CCTV cameras installed inside and outside of the building interfacing with the Server as indicated on the drawing provided with this document. The system will also comprise of one PC based NVR's (digital video recorder) for the retrieval of video images from the security cameras. The digitized video data will then be compressed and stored on the NVR's hard drive. The NVR is to be linked up to the server PC via the LAN network, utilizing a POE Switch. The CCTV system must be able to be integrated and compatible with the access control software/hardware installed (i.e. allow an alarm to be sent via the LAN to Graphics Runtime to indicate tampering of readers at access controlled doors). Solid state cameras shall be supplied and installed with all necessary accessories and options as part of this contract. The surveillance system shall be capable of the following features:

- Activate recording upon motion detection.
- User may also select specific areas of coverage to be recorded continuously i.e. 24 hours a day in high security areas (client to advise).
- All cameras to be Wall or Ceiling mounted as indicated on the drawing.
- All cameras to have Day/Night function to achieve high performance in low light conditions (i.e. automatically switches from colour to B/W mode according to ensure best picture quality under any light conditions)
- All cameras to operate on low voltage supply i.e. 12 V d.c. or 24 V a.c.
- All cameras to be on UPS or have battery back-up supply (4 hours).
- All cameras to feature auto white balance and have very good light sensitivity.
- All cameras shall be of high resolution.

NOTE: Wall brackets are to be tamperproof and preferably aluminum alloy casting with a powder coated finish.

1.3 Basic System Description

- A total of **5 x 4Mp ColorVu (Color 24/7) outdoor IP** cameras and **1 x 4Mp ColorVu (Color 24/7) indoor dome** camera will be connected via dedicated LAN to 8-Channel network video recorder (NVR).
- The NVR will house 1 x 1Tb surveillance hard drive. This will provide an approximate recording capacity of about 60 days depending on the amount of motion and recording resolution.
- The cameras will have fascial recognition features.
- Footage will be in full colour even at night.
- All footage will be accessible locally via LAN or Wi-Fi and remote viewing will be possible via GSM or the HIK-Connect App.
- Viewing will be via a 40-inch monitor wall mounted below the 9U network cabinet in the facility manager's office and in the security/guard room near the gate. The facility manager's laptop can be pre-loaded with HIK-Connect software or similar and approved software for viewing purposes as well.
- There will be a total of three indoor/outdoor 360-degree dual band Wifi 6 access points to facilitate wireless interconnection of the equipment with the NVR.

1.4 System Equipment Specifications

1.4.1 8-Channel Embedded NVR

The Network Video Recorder shall meet or better the following specification

Model		**DS-7608NXI-K2**
Intelligent Analytics	AI by NVR	Facial recognition, perimeter protection, motion detection 2.0, AcuSearch
AI by Camera		Facial recognition, perimeter protection, motion detection2.0, ANPR
Facial Recognition	Facial Detection and Analytics	Face picture comparison, human face capture, face picture search
Facial Detection and Analytics Performance		Up to 4 MP: 2-ch; 8 MP to 5 MP: 1-ch
Face Picture Comparison		8-ch
Face Picture Library		Up to 16 face picture libraries, with up to 50,000 face pictures in total (each picture ≤ 1 MB, total capacity ≤ 1 GB)
AcuSearch	By Camera	All channels *： The camera should enable AcuSearch function
Motion Detection 2.0	By NVR	All channels, up to 4 MP (when enhanced SVC mode is enabled, up to 8 MP) video analysis for human and vehicle recognition to reduce false alarm
By Camera		All channels
Perimeter Protection	By NVR	Video analysis (HD network camera, H.264/H.265) for human and vehicle recognition to reduce false alarm. Up to 4 MP : 2-ch; 5 MP to 8 MP : 1-ch
By Camera		All channels
Video and Audio	IP Video Input	8-ch
IP Speaker Input		4-ch
Incoming Bandwidth		80 Mbps
Outgoing Bandwidth		160 Mbps
HDMI Output		1-ch, 4K (3840 × 2160)/30Hz, 2K (2560 × 1440)/60Hz, 1920 × 1080/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz, 1024 × 768/60Hz
VGA Output		1-ch, 1920 × 1080/60Hz, 1600 × 1200/60Hz, 1280 × 1024/60Hz, 1280 × 720/60Hz
Video Output Mode		HDMI/VGA independent output
Audio Output		1-ch, RCA (Linear, 1 KΩ)
Two-Way Audio		1-ch, RCA (2.0 Vp-p, 1 KΩ, using the audio input)
Decoding	Decoding Format	H.265/H.265+/H.264/H.264+
Recording Resolution		12 MP/8 MP/6 MP/5 MP/4 MP/3 MP/1080p/UXGA/720p/VGA /4CIF/DCIF /2CIF/CIF/QCIF
Synchronous playback		8-ch

1.4.2 Outdoor Camera

The outdoor camera shall meet or better the following specifications

Category	Feature	Specification
Camera	**Image Sensor**	1/3" Progressive Scan CMOS
	Max. Resolution	2688 × 1520 (4 Megapixel)
	Min. Illumination	Color: 0.001 Lux @ (F1.0, AGC ON); B/W: 0 Lux with IR
	Shutter Time	1/3 s to 1/100,000 s
	Day & Night	IR cut filter
	Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360°
Lens	**Focal Length & FOV**	**2.8 mm:** horizontal 100.2°, vertical 54.7°, diagonal 119.7° **4 mm:** horizontal 81.1°, vertical 44.7°, diagonal 94.6°
	Aperture	F1.0
	Lens Mount	M12
Illuminator	**Supplement Light**	IR (Infrared) up to 40 meters range; 850 nm wavelength
Video	**Main Stream**	50 Hz: 25 fps; 60 Hz: 30 fps (at 2688 × 1520)
	Compression	H.265+, H.265, H.264+, H.264
	Video Bit Rate	32 Kbps to 8 Mbps
Audio	**Built-in Microphone**	Yes; supports mono sound and environmental noise filtering
	Compression	G.711, G.722.1, G.726, MP2L2, PCM, MP3, AAC-LC
Image	**Wide Dynamic Range**	120 dB True WDR
	Enhancement	BLC, HLC, 3D DNR; SNR ≥ 52 dB
Network	**API**	Open Network Video Interface (Profile S, G, T), ISAPI, SDK
	Security	Password protection, HTTPS encryption, IP address filter, TLS 1.1/1.2
	Storage	NAS (NFS, SMB/CIFS); Auto Network Replenishment (ANR)
Smart Functions	**Deep Learning**	Face capture; Perimeter protection (Line crossing, intrusion, region entrance/exiting) with human/vehicle classification
	Basic Event	Motion detection (human/vehicle), video tampering alarm, exception
Interface	**Communication**	1 RJ45 10 M/100 M self-adaptive Ethernet port
	On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 512 GB
General	**Power**	12 VDC ± 25% (max. 5.5 W) or PoE (802.3af, Class 3, max. 7 W)
	Material	Metal (front cover, body, and bracket)
	Dimensions	Ø 74.4 mm × 179.2 mm (Ø 2.9" × 7.1")
	Weight	Approx. 525 g (1.2 lb.)

	Protection	IP67 (Water and dust resistant)
	Operating Temp	-30 °C to 60 °C (-22 °F to 140 °F); Humidity 95% or less

1.4.3 Indoor Camera

The indoor camera shall meet or better the following specifications

Category	**Feature**	**Specification**
Camera	**Image Sensor**	1/3" Progressive Scan CMOS
	Max. Resolution	2688 × 1520
	Min. Illumination	Color: 0.003 Lux @ (F1.4, AGC ON); B/W: 0 Lux with IR
	Shutter Speed	1/3 s to 1/100,000 s
	Day & Night	IR cut filter
	Angle Adjustment	Pan: 0° to 355°, tilt: 0° to 75°, rotate: 0° to 355°
Lens	**Focal Length & FOV**	**2.8 mm:** horizontal FOV 103°, vertical 55°, diagonal 123°**4 mm:** horizontal FOV 83°, vertical 45°, diagonal 98°**6 mm:** horizontal FOV 53°, vertical 28°, diagonal 62°
	Aperture	F1.4
	Lens Mount	M12
Illuminator	**IR Range**	Up to 30 meters
	Wavelength	850 nm
Video	**Main Stream**	50 Hz: 25 fps; 60 Hz: 30 fps (at 2688 × 1520)
	Compression	H.265+, H.265, H.264+, H.264
	Video Bit Rate	32 Kbps to 8 Mbps
Audio	**Built-in Mic**	Yes (for -U model)
	Audio I/O	1 input (line in), 1 output (line out) (for -S model)
	Compression	G.711, G.722.1, G.726, MP2L2, PCM, MP3, AAC-LC
Image	**Wide Dynamic Range**	120 dB True WDR
	Enhancement	BLC, HLC, 3D DNR
	SNR	≥ 52 dB
Network	**API**	Open Network Video Interface (Profile S, G, T), ISAPI, SDK
	Protocols	TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, NTP, UPnP, SMTP, IGMP, 802.1X, QoS, IPv4, IPv6, UDP, Bonjour, SSL/TLS, PPPoE, SNMP, ARP
Smart Functions	**Deep Learning**	Face Capture; Perimeter Protection (Line crossing, intrusion, region entrance/exiting) with human/vehicle classification
	Basic Event	Motion detection, video tampering alarm, exception
Interface	**Ethernet**	1 RJ45 10 M/100 M self-adaptive Ethernet port
	On-Board Storage	Built-in slot supporting microSD/SDHC/SDXC up to 512 GB

General	**Alarm**	1 input, 1 output (max. 12 VDC, 30 mA) (for -S model)
	Power	12 VDC ± 25% (max. 5 W) or PoE (802.3af, Class 3, max. 6.5 W)
	Material	Metal upper cover and base
	Dimensions	Ø 121.4 mm × 92.2 mm (Ø 4.8" × 3.6")
	Weight	Approx. 580 g (1.3 lb.)
	Operating Temp	-30 °C to 60 °C (-22 °F to 140 °F)
	Protection	IP67 (Water/Dust) and IK10 (Vandal-resistant)

1.4.4 Indoor/outdoor 360-degree dual band wifi 6 Access point

The 360-degree dual band wifi access point shall meet or exceed the following specifications

Category	**Feature**	**Specification**
Wireless Parameters	**Radio Design**	Dual-radio, 4 spatial streams (2x2 MU-MIMO at both 2.4 GHz and 5 GHz)
	Standards	Wi-Fi 6 (802.11ax); Wi-Fi 5 (802.11ac); Wi-Fi 4 (802.11a/b/g/n)
	Max. Wireless Rate	Combined 1774 Mbps (5 GHz: 1201 Mbps; 2.4 GHz: 573 Mbps)
	Antenna Type	4 Built-in omnidirectional antennas (2 x 2.4 GHz, 2 x 5 GHz)
	Antenna Gain	3.00 dBi for both 2.4 GHz and 5 GHz bands
	Coverage Range	Max: 100 m radius at 2.4 GHz; 300 m radius at 5 GHz
Hardware Specifications	**Fixed Ports**	2 × 10/100/1000BASE-T Ethernet ports
	Memory	256 MB DDR3 RAM; 16 MB Flash memory
	Indicators & Buttons	1 × Reset button; 4 × LEDs (System, Wi-Fi, 2 × Ethernet)
	Reliability	MTBF: 250,000 hours
Power & Environmental	**Power Supply**	12 VDC / 2 A (via DC connector) or PoE+ (IEEE 802.3at)
	Max. Consumption	18 W
	Operating Temp	-30 °C to +65 °C (-22 °F to +149 °F)
	IP Rating	**IP68** (completely sealed, waterproof, and dustproof)
	Surge Protection	±4 kV for Ethernet ports
Physical Attributes	**Dimensions**	Ø 200 mm × 166 mm (spherical 'UFO' design)
	Weight	≤ 1.2 kg (without mounting bracket and packaging)
	Mounting	Rack-separated design for Wall or Pole mounting
Software Functions	**Associated Clients**	Max: 256; Recommended: 100 (Dual-band enabled)
	Operating Modes	AP mode; Routing mode
	Management	Ruijie Cloud, Ruijie Reyee App, eWeb, and SNMP
	Key Features	Reyee Mesh technology, 802.11k/v/r roaming, and Portal authentication

1.4.5 8-port PoE Switch

The switch shall meet or exceed the following specifications

Category	Feature	Specification
Network Parameters	Ports	8 × Gigabit PoE port, 2 × Gigabit RJ45 port
	MAC Address Table	4 K
	Switching Capacity	20 Gbps
	Packet Forwarding Rate	14.88 Mpps
	Internal Cache	1.5 Mbits
PoE Parameters	PoE Standard	IEEE 802.3af, IEEE 802.3at
	PoE Power Pin	End-span: 1/2(-), 3/6(+)
	Max. Port Power	30 W
	Total PoE Budget	110 W
	Long Range PoE	Up to 300 m on Ports 1 to 8
Software Functions	PoE Watchdog	Auto detect and restart non-responding cameras
	VLAN	Support 802.1Q (up to 32 VLANs); IDs 1-4094
	Loop Prevention	Support 802.1D STP and 802.1w RSTP
	Management	Web management, Hik-Central Pro, and Hik-Partner Pro
	Link Aggregation	Static link aggregation (up to 3 groups)
General	Dimensions (W×H×D)	217.6 mm × 27.6 mm × 108.5 mm
	Net Weight	0.54 kg (1.19 lb)
	Shell	Metal material
	Power Supply	54 V DC, 2.22 A
	Operating Temp	0 °C to 40 °C (32 °F to 104 °F)
	Surge Protection	6 kV
	Installation	Desk-mounted or Wall-mounted

2 Access Control System

2.1 System Overview

The facial recognition door unlocking system integrates several key components to enhance both security and safety. These components shall include:

- **Facial Recognition Reader**: Responsible for identifying authorized individuals.
- **Magnetic Door Lock**: Secures the door by controlling the electromagnet.
- **Push button**: A means to open from inside the locked room.
- **Battery Backup**: Ensures the system remains operational during power outages.

This system works by detecting authorized faces via the facial recognition reader to trigger the magnetic door lock, while the break glass unit serves as an emergency override to open the door. The battery backup ensures continued functionality, keeping the door locked in the event of a power failure

continued functionality, keeping the door locked in the event of a power failure.

2.1.1 Components

2.1.1.1 Facial Recognition Reader

- **Hardware**: The reader consists of a camera, IR sensors, and an embedded processing unit.
- **Software**: Runs algorithms to match a captured image of the user's face against a database of authorized faces.
- **Communication**: Sends a signal to the access control system when an authorized face is detected.
- **Operation**:
    - **Image Capture**: The camera captures the facial image and analyzes the facial features.
    - **Matching**: The captured image is compared to a database using AI/ML-based face-matching algorithms.
    - **Signal Output**: If the face matches an authorized user, the reader sends a signal to the door controller to unlock the magnetic lock.

2.1.1.2 Magnetic Door Lock

- **Electromagnetic Operation**: The lock is composed of an electromagnet and a metal plate. When powered, the electromagnet creates a strong magnetic field that holds the door securely closed.
- **Controller Integration**: The door lock is connected to a control unit that receives signals from the facial recognition reader or other access mechanisms.
- **Unlocking**: When an authorized signal is received from the facial recognition reader, the controller cuts the current to the electromagnet, releasing the lock and allowing the door to open.

2.1.1.3 Push button (Infrared)

- Infrared Sensor Module: The active component that emits infrared light and detects the reflection from a hand or object within 0.1 to 15 cm, triggering the release.
- Faceplate (Panel): Typically constructed from durable, corrosion-resistant materials such as 304 stainless steel or zinc alloy for long-term use.
- Relay and Circuit Board (PCB): Processes the sensor signal to activate the lock release. Features three contact outputs: NO (Normally Open), NC (Normally Closed), and COM (Common), allowing compatibility with various electronic locks (magnetic locks, strikes).
- LED Indicator: Provides visual feedback to the user, typically showing a standby color (e.g., blue or white) and a changed color upon detection (e.g., green or red).
- Terminal Block: Wiring connections for power (DC 12V-24V) and the relay outputs.
- Adjustment Potentiometer: Small components on the board allowing installers to adjust the detection distance and relay time delay (e.g., 0.5-20 seconds)

2.1.1.4 Battery Backup System

- **Uninterruptible Power Supply (UPS)**: A battery-powered system that provides backup power to both the magnetic lock and the control system in the event of a power outage.
- **Battery Capacity**: Designed to supply power for a predetermined period (e.g., 4 to 8 hours) to keep the door locked during a power failure.
- **Automatic Switching**: The battery backup automatically kicks in when the main power fails, ensuring continuous power supply to critical components (magnetic lock, control unit, and facial recognition reader).

Low-Power Mode: In power-saving mode, the system minimizes operations while ensuring security (i.e., keeping the door locked).

2.1.2 System Architecture

2.1.2.1 Power and Communication

- **Power Supply**: The system runs on standard AC power but is connected to a UPS/battery backup to maintain operation in the event of power failure.
- **Signal Flow**:
  - The facial recognition reader is constantly powered and waits for a face scan.
  - When an authorized face is detected, the reader sends a signal to the control unit.
  - The control unit, upon receiving the signal, deactivates the magnetic lock, allowing the door to open.
  - In case of emergencies, the break glass unit can be manually activated to cut power to the lock.

2.1.2.2 Facial Recognition Unlock Process

- **Face Detection and Verification**:
  - A person approaches the facial recognition reader.
  - The system detects the face and captures an image.
  - The face is processed and compared against the pre-stored database.
  - If there is a match, a signal is sent to the control system for unlocking.
- **Door Unlocking**:
  - The control system receives the signal from the reader.
  - Power to the magnetic lock is interrupted, disengaging the lock and allowing the door to open.
  - A timed relay ensures that the door remains unlocked for a short period (e.g., 5–10 seconds) before automatically re-locking.
- **Access Logging**:
  - Each access attempt, whether successful or not, is logged in a system database for auditing purposes.
  - The time, date, and identity of the individual (if matched) are recorded.

2.1.2.3 Infrared Push Button

- Active Infrared Sensing (Most Common): The device consists of an IR transmitter (LED) and an IR receiver (photodiode or phototransistor) placed side-by-side behind a clear, translucent window. The LED constantly emits low-energy infrared light. When a hand or object is placed in front of the device, the infrared light bounces off it and is reflected back to the photodiode.
- Signal Detection and Relay: When the receiver detects a certain intensity of reflected IR light, it signals an internal chip, which then trips a relay (normally open or normally closed), completing or breaking the circuit to trigger the door lock release.
- Modulation and Filtering: To prevent interference from ambient light, such as sunlight or overhead lights, the transmitter encodes the IR signal into a specific frequency (modulated). The receiver has an optical filter that only recognizes this specific frequency, ensuring the switch is not triggered by false stimuli

2.1.2.4 Battery Backup Functionality

- **Normal Operation**:
  - Under regular conditions, the system is powered by the main power supply.

- The UPS remains in standby mode, charging the backup battery to full capacity.

- **Power Failure**:

  - In case of a power failure, the UPS automatically switches to battery power.
  - The magnetic lock remains engaged (door remains locked) to maintain security.
  - The facial recognition system continues to function as long as battery power is available.

- **Low Battery Conditions**:

  - When the battery reaches a critically low level, the system may send a notification to the building management system (BMS) or activate an audible alarm.
  - In certain configurations, the system can be set to automatically unlock the door in case of complete power loss (for safety reasons), but this depends on specific security requirements.

2.1.3 Safety and Security Considerations

2.1.3.1 Security

- **Facial Recognition Authentication**: The system uses advanced facial recognition algorithms to prevent unauthorized access. Anti-spoofing measures such as 3D face modelling and liveness detection are included to prevent fraud (e.g., using photos or videos).
- **Encryption**: All communication between the facial recognition reader and the control unit is encrypted to prevent tampering.
- **Audit Logging**: Detailed access logs are stored and can be reviewed by security personnel for any anomalies.

2.1.3.2 Power Failures

- **UPS and Battery Monitoring**: The UPS monitors the health and charge level of the battery and sends alerts in case of any issues. Regular testing ensures that the battery backup is operational at all times.
- **Automatic Battery Switch-Over**: When the primary power supply fails, the system instantly switches to the battery, ensuring no downtime.

2.1.4 Testing and Maintenance

- **Routine Testing**: The facial recognition system should be tested regularly to ensure proper functionality and facial matching accuracy. Periodic checks on the break glass unit and battery backup system should also be conducted.
- **Battery Maintenance**: Batteries should be checked for capacity retention and replaced periodically to ensure continuous backup power.
- **Software Updates**: The facial recognition software should be regularly updated to patch vulnerabilities and improve recognition accuracy

2.2 Components Specification

2.2.1 Biometric Reader

- The biometric reader shall be of the face recognition type
- Face mask detection
- Displays temperature measurement results on the authentication page

- Face recognition accuracy rate ≥ 99%
- Suitable sized power supply to be included
- Communication and power supply wiring to be of high quality manufacturing and approved by the supplier of the system. All communication wiring to be screened to prevent electromagnetic interference.

The biometric face recognition reader shall meet or better the following specifications:

Category	Feature	Specification
System Capacity	**Face Capacity**	3
	Card Capacity	3
	Fingerprint Capacity	3
	Event Capacity	150
Display	**Screen Size**	4.3 inch
	Type	IPS capacitive touch screen
Video	**Lens**	Dual-lens
	Resolution	2 MP (video stream: 720P)
	FOV	HFOV = 41.5°; VFOV = 75.5°; DFOV = 87°
Audio	**Audio Quality**	Noise suppression and echo cancellation
	Function	Two-way audio with client software and indoor/door stations
Network	**Wired Network**	10/100 M self-adaptive RJ-45 port
	Wi-Fi	Support (2.4 G, 802.11b/g/n)
Interface	**Inputs/Outputs**	1 Lock control, 1 Exit button, 1 Door contact input
	Communication	1 RS-485 (Half duplex), 1 Wiegand (Hik 26/34bit), 1 USB,
	Security	1 TAMPER interface
Authentication	**Modes**	Face, fingerprint, card, PIN, and QR code,
	Face Recognition Duration	＜ 0.2 s per user
	Card Type	M1 card
General	**Power Supply**	12 VDC to 24 VDC, 2 A
	Power Consumption	≤ 10 W
	Operating Temp	-30 °C to 60 °C (-22 °F to 140 °F)
	Protection Level	IP65
	Dimensions	172.5 mm × 83.2 mm × 22.7 mm
Smart Functions	**Security Features**	Mask wearing detection, Face anti-spoofing,
	Platform Support	Hik-Connect

2.2.2 Electro-Magnetic Locks

The electro-magnetic locks shall meet or better the following specifications:

- >300kg holding force
- Operate on a Low Voltage Supply i.e. 10-12 V d.c. or 10-14 V a.c.
- Stainless Steel Construction
- MOV Surge Protection
- CE approved
- LED indicator Light
- NO / NC contacts
- Suitable sized power supply to be included
- All mounting brackets are to be included
- Communication and power supply wiring to be of high quality manufacturing and approved by the supplier of the system. All communication wiring to be screened to prevent electromagnetic interference.

2.2.3 Infrared push Button

Material	stainless steel
Contact rating	3A, AC 120V / DC 30V
Input voltage	DC 12V
Working temperature	-20°C to 50°C
Response range	within 10cm
LED indication	sensor standby
Item size	11.3 x 6.9 x 3.9cm
Item weight	73g
Package size	12.5 x 8.6 x 4.5cm
Package weight	101g
Package includes	1 * Infrared sensor switch
	1 * 5 pin cable

2.3 Additional requirements

2.3.1 Brochures

Brochures furnishing descriptions and technical specifications, etc., of the system offered shall be submitted with the tender.

2.3.2 Guarantee and service

The successful tenderer shall guarantee and service the complete access control system for a period of twelve (12) months from date of practical completion.

During the period of guarantee the successful tenderer shall at his own expense, carry out all necessary repair work including material and labour (excluding work required due to damage by others) in order to maintain the system in a working condition.

The successful tenderer shall, during the period of guarantee, repair the system to the satisfaction of the Department within 24 hours after he has been notified that the unit is not operating.

After the lapse of the initial twelve-month period of servicing under the guarantee, the successful tenderer may be required to enter into a service agreement with the Department.

2.3.3 Training

The successful tenderer shall thoroughly train and instruct operators designated by the user Department in the operation of the systems.

2.3.4 Manuals

Two complete sets of manuals, each with the following information shall be handed over to the Department when the unit is delivered to site:

(a) Operating instructions
(b) Technical description with diagrams and instructions for maintenance and repairs

ANNEXURE 2 REFERENCE DOCUMENTS

- RSEC-114kWh-50kW Product User Manual
- 100kWh OG SPV Installation Instruction
- EPCS Series (50~105K) PCS Technical specification V3.0.5

ANNEXURE 3: EMPLOYER ISSUED MATERIAL

100KWh off-grid solar photovoltaic storage and power supply system					
Serial number	**Serial number**	**Na me**	**Model/Specification**	**Unit**	**Quantity of single set**
3#-35	**1**	Photovoltaic module	550W	PCS	64
	2	Photovoltaic bracket		PCS	1
	3	Photovoltaic combiner box	4 inputs and 1 output	PCS	1
	4	Cable	Dc cables and AC cables	PCS	1
	5	Energy storage cabinet		PCS	1
1,1	**5,1**	Battery cluster	The combination method is：	PCS	1
			Battery cell：LFP-280Ah		
			Pack：1P16S		
			Battery cluster：1P128S		
			The number of battery clusters：1 cluster		
1,2	**5,2**	BMS	Secondary architecture, passive balancing, including battery pack management unit (slave control BMU), battery cluster management unit (master control BCMU)	PCS	1
1,3	**5,3**	DCDC	Bidirectional DC/DC converter	PCS	2
1,3	**5,4**	PCS	100kW energy storage bidirectional converter	PCS	1
1,4	**5,5**	Fire protection system	Aerosol	PCS	1
1,5	**5,6**	Air conditioning unit	Air-cooled	PCS	1
1,6	**5,7**	Integrated cabinet	IP54	PCS	1
1,7	**5,8**	Other electrical accessories	Circuit breakers, electricity meters, cables, etc	PCS	1
1,8	**5,9**	EMS	Energy management system	PCS	1

ANNEXURE 4: Calculation of Penalties

a) CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27.5 cents
1.5 months	22 cents
2 months	16.5 cents
2.5 months	13.5 cents
3 months	11 cents
3.5 months	9.5 cents
4 months	8.5 cents
4.5 months	7.5 cents
5 months	6.25 cents
6 months	5.75 cents
7 months	4.75 cents
8 months	4 cents
9 months	3.75 cents
10 months	3.5 cents
11 months	3 cents
12 months	2.75 cents
14 months	2.5 cents
15 months	**2.25 cents**
16 months	2 cents
18 months	1.75 cents
20 months	1.5 cents
21 months	1.5 cents
24 months	1.25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

b) PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

EXAMPLE

Estimated contract value = 51 976 884 (excluding VAT)
Contract period = 15 months

$$R51\,976\,884 \times \frac{0.0225}{100}$$

= R11 694.80/day

Therefore rounded off to the nearest R100.00 = R11 700.00/day

c) PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated value of each phase.

ANNEXURE 5: Design drawings

- RSEC-114kwhr-50kw Layout-Motherwell CHC
- RSEC-114kwhr 50kW Schematic—Motherwell CHC
- CCTV and Biometrics Layout (MWL-SSL-007 Rev00)

MOTHERWELL CHC

Layout of supply and distribution for proposed OFF-GRID BESS

The project's core objectives are centered on the deployment of a robust, off-grid capable power system. The key system parameters are as follows:

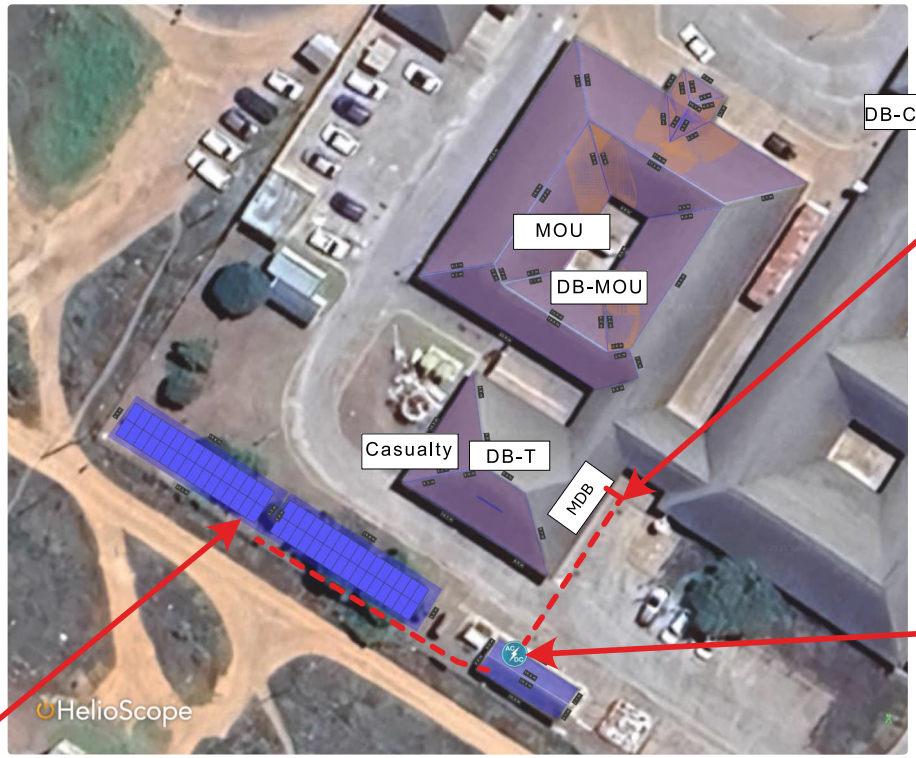
System Model: RSEC-114kWh-50kW Battery Energy Storage System (BESS) cube.

Installation Type: Ground-mount photo-voltaic (PV) array with integrated BESS.

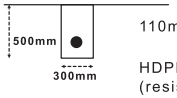
Operational Mode: The system is designed for off-grid operation to supply a key sub-distribution board at the Motherwell CHC.

Rated Energy Capacity of Battery: 114.6kWhr.

Rated Off-Grid AC Power: 50kW.



Detail for AC and DC trench sleeves



110mm Cable Sleeve

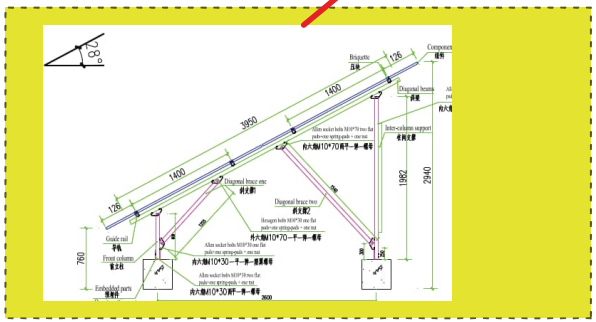
HDPE Kabelflex-type or uPVC pipe (resistant to crushing, chemical-free)

RSEC-114kWh-50kW Battery Energy Storage System

Ground Mount PV System - As per Installation Manual

100KWh Off-Grid Solar Storage System

5.Solar Module Installation



100KWh Off-Grid Solar Storage System

4.Photovoltaic support installation

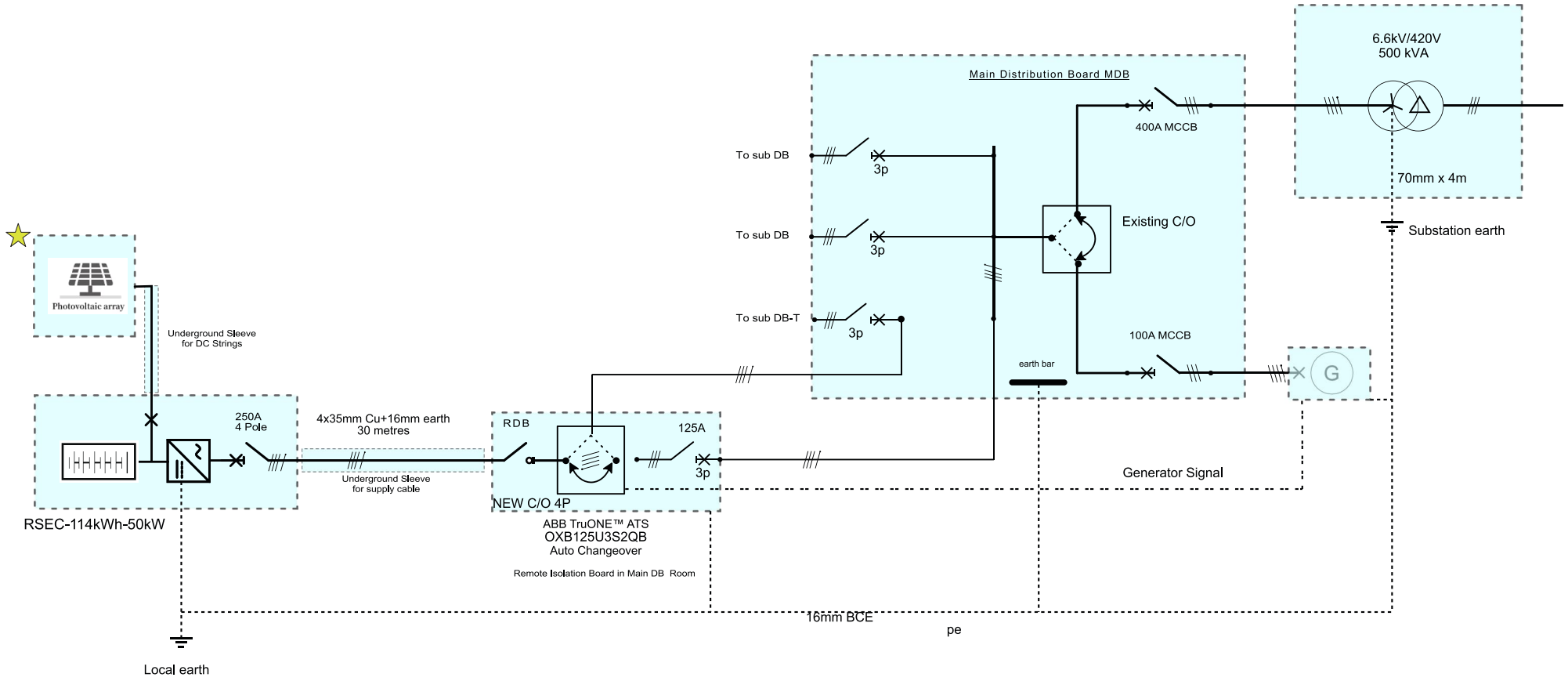
Note: Follow installation instructions for Solar array Earth Electrode requirements.

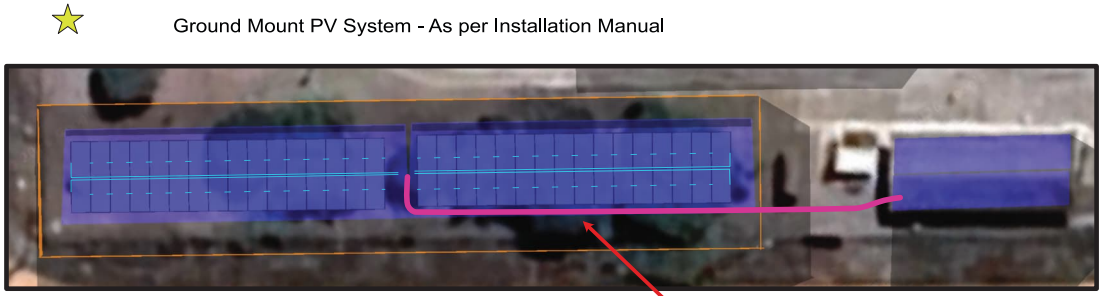
Final configuration of the INVERTER supply connections is to be APPROVED after on-site investigation of existing LV reticulation connections in the Main DB and target sub-DB, to ensure correct operation during off-grid operation [normal status].

CELON ENGINEERING			
Motherwell CHC			
Tynira St, Motherwell, Gqeberha			
Not to Scale	February 2026	RLB C Eng	365e Runda
Motherwell CEC RSEC-114kWhr BESS Layout			

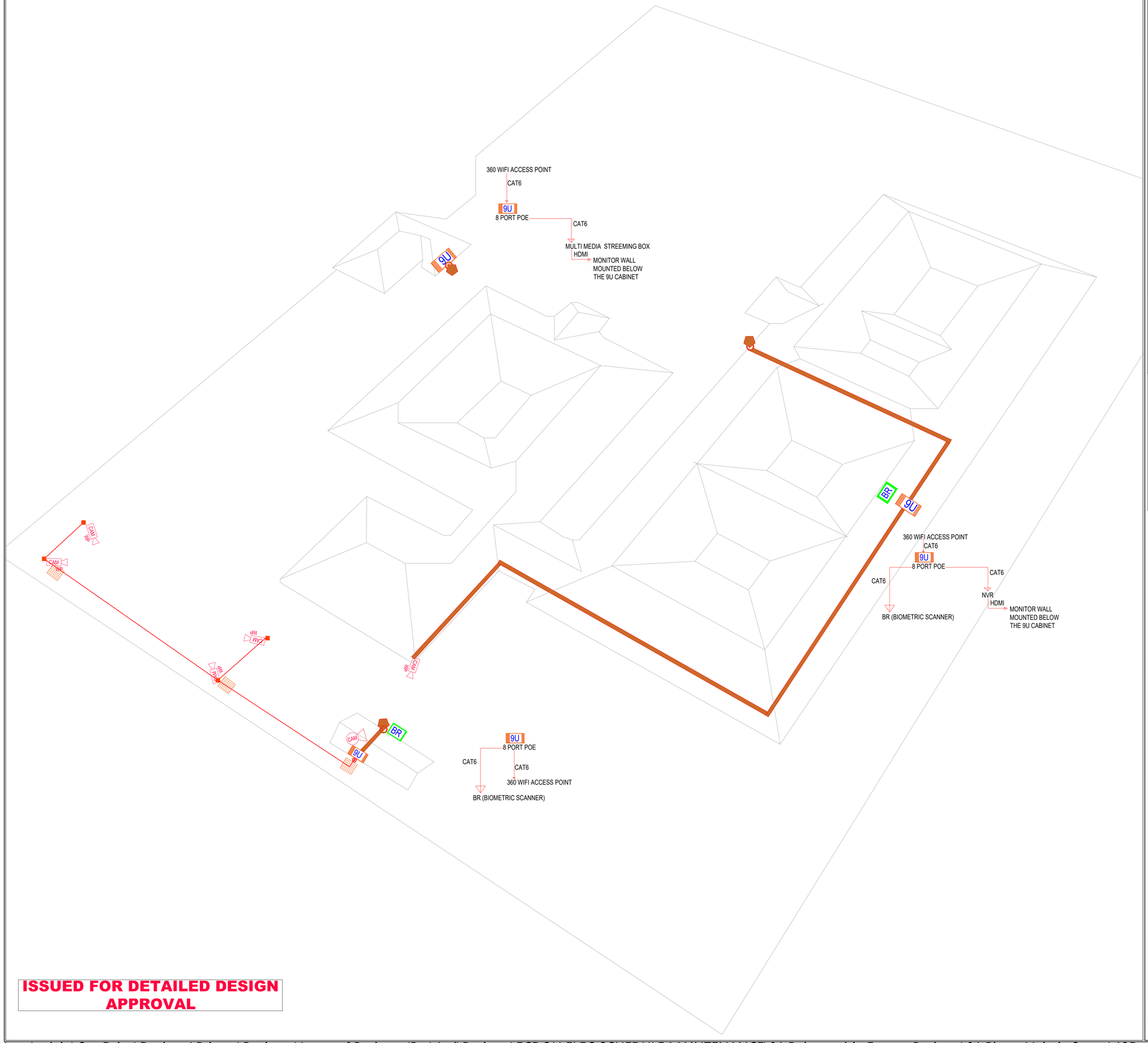
MOTHERWELL CHC

Schematic of supply and distribution network including OFF-GRID BESS





CELON ENGINEERING			
Motherwell CHC			
Tynira St, Motherwell, Gqeberha			
Not to Scale	February 2026	RLB C Eng	365e Runda 2
Motherwell CHC RSEC-114kWhr BESS Schematic			



ISSUED FOR DETAILED DESIGN APPROVAL

CAM	DS-2CD2347G2 HIKVISION OR EQUALL AND APPROVED , 4MP, 2.8mm COLORVU DOME IP CAMERA (CEILING MOUNTED)
CAM WP	DS-2CD2347G2 HIKVISION OR EQUALL AND APPROVED , 4MP, 4mm COLORVU BULLET IP CAMERA (WALL MOUNTED)
DM	E-LOCK 300KG MAG (MAGNETIC LOCK)
BR	HIKVISION OR EQUAL AND APROVED FACIAL SCANNER ACCESS TERMINAL
	P8000 CHANEL FOR CCTV,BIOMETRICS CABLING IN CEILING VOID
	50mm DIA GALVANISED CONDUIT DROPPER
9U	9U WALL MOUNTED NETWORK CABINET WALL MOUNTED AT 300 BELOW CEILING HEIGHT
	100 X 100 mm SQUARE TUBE POLE (3.5m LENGTH) (GROUND MOUNTED TO HOLD OUTDOOR CAMERAS)
	50mm X 1.8m POLE MOUNTED ON THE BUILDING WALL
	INDOOR/OUTDOOR 360 DEGREE DUAL BAND WIFI ACCESS POINT
	600 x 600 x 600 mm DEEP MANHOLE COMPLETE WITH TYPE 2A POLYMER COVER
	75 mm uPVC Ribbed kabelflex sleeve-black

NOTES

1. THE ACCESS POINTS ARE MOUNTED ON A 1.8M GALVANISED POLE TO COMMUNICATE WITH THE NVR WIRELESSLY

2. THE MULTIMEDIA BOX IS THERE TO STRENGTHEN THE VIDEO SIGNAL COMING FROM THE NVR.

3. THE NVR WILL HAVE A 1TB HARD DRIVE.

CCTV AND BIOMETRICS

No.	DATE	AMENDMENT	BY
0	21/04/25	DETAILED DESIGN	F.L

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service: ELECTRICAL

MOTHERWELL CHC PV INSTALLATION SECURITY CCTV AND BIOMETRICS SECURITY SYSTEM

REVISION: 0

drawing title: CCTV AND BIOMETRICS LAYOUT

ref.no.	designed FL
scale 1 :2	drawn FL
date 16 MAY 2024	checked FL

DPW drawing number: MWL–SSL–007 REV0

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