

PROVINCE OF THE NORTHERN CAPE

DEPARTMENT OF ROAD AND PUBLIC WORKS



the dr&pw

Department:
Roads and Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

PROCUREMENT DOCUMENTS
FOR
TSHWARAGANO DISTRICT HOSPITAL - PHASE 1
FOR
DEPARTMENT OF HEALTH
NOMINATED SUB-CONTRACT
ASBESTOS REMOVAL

CLIENTS REPRESENTATIVE

Mr. D. Tsoai

Tebogo Leon Tume Complex
9 – 11 Stokroos Street
Square Hill Park
KIMBERLEY, 8301

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PRINCIPAL AGENT

HOSPITAL DESIGN GROUP

57 Warden Street
HARRISMITH
9880

Email: braam@hdg.co.za
Tel: 058 622 3942

AGENT (1)

Architects

HOSPITAL DESIGN GROUP
57 Warden Street
Harrismith
9880

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AGENT (2)

Quantity Surveyor

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Main Contractor

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08 Seodinweng
Kuruman
8474
Email: phokojet@gmail.com
Tel: 053 712 0380

BID NR: DRPW 002/2023/ASB
CLOSING DATE: 08 AUGUST 2024
CLOSING TIME: 11:00

BIDDER'S NAME :

REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES

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FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

OFFER

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

TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).

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):	
Rand in figures:	R

VAT IS TO BE INCLUDED EVEN IF THE TENDERER IS A NON VAT VENDOR

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.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

--	--	--

Name of witness	Signature	Date
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This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts from R 500 000 and up to R 1 million, a surety of 2% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R 500 000, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) (DPW 10.3) Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the **payment certificate** (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the **contract sum** (excluding. VAT) and a payment reduction of 5% of the value certified in the **payment certificate** (excluding. VAT) Yes ☐ No ☐

(5) fixed **construction guarantee** of 5% of the **contract sum** (excluding VAT) and a payment reduction of 5% of the value certified in the **payment certificate** (excluding VAT) Yes ☒ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No	Cellular Phone No.
Fax No	Other contact No.
Postal address:	
Main or Principal Place of Business: E-mail Address :	
Registered Place of Business:	

.....
Banker Branch.....
Registration No of Tenderer at Department of Labour
CIDB Registration Number: (Attached copy of certificate)
CSD Number:.....SARS Pin.....

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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within one week 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission, or if delivered by telefax, one working day after transmission, or if delivered by email, one working day after transmission.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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 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.

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1- Notice and Invitation to Tender

Notice and invitation to tender

THE DEPARTMENT OF ROADS & PUBLIC WORKS INVITES TENDERS FOR:

Project Title:	TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING,REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).		
Bid No:	DRPW 002/2023/ASB	Closing Time:	11:00
Closing Date:	08 AUGUST 2024	Validity Period:	21 Days

Tenderers should be a Registered Asbestos Remover with certificate category of	Type 3 (Removal, repair or encapsulating of asbestos cement products in a manner that does not require surface preparation).
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RESPONSIVENESS CRITERIA	
√	Only those tenderers who are registered Asbestos Remover with the Chief Inspector of the Department of Employment and Labour are eligible to submit tenders. Removal of Asbestos to comply with the Occupational Health and Safety Act (OHS Act 85 of 1993) and Asbestos Abatement Regulations, 2020., National Environment Management: Waste Act 59 of 2008, Construction Regulation (2003), National Environmental Management: Air Quality Act 39 of 2004.
√	Joint ventures are eligible to submit tender provided that: <ol style="list-style-type: none"> every member of the joint venture is a registered asbestos remover. The lead partner has a contractor grading designation one grade lower in the value or higher as indicated above; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project. A Joint Venture Agreement <u>must</u> be submitted with the tender in the case of a joint venture offer.
√	Tender offer must be properly received on the closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
√	Submission of applicable: Resolution by the Legal Entity or Consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the Firm / Consortium / joint venture.
√	Submission of (NCP 4) DECLARATION OF INTEREST.
√	Submission of other compulsory returnable schedules / documents as per LIST OF RETURNABLE DOCUMENTS.
√	Submission of PRICED BILL OF QUANTITIES WITH THE TENDER
√	No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participation in this bid." Bidders may be disqualified should such be found in your bid submission.

Tender will be evaluated according to the price and specific goals:

<p>The 80/20 system for requirements with a Rand value of up to R50 000 000; OR</p> <p>The 90/10 system for requirements with a Rand value above R50 000 000.</p> <p>Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R 50 000 000, the 80/20 system shall be applicable.</p> <p>Where the financial value inclusive of VAT of all responsive tenders received has a value in excess of R 50 000 000, the 90/10 system shall be applicable.</p>

Price / Preference / Functionality:				
Requirement	≤ R50 000 000	> R50 000 000		
Price	80	90	Total must equal	100
Preference	20	10		
Functionality	0 of 80	0 of 90		

Table1: Specific goals for the tender and points claimed are indicated per table below.

(Note to organ of state: Where either the 90/10 or 80/200 goals point system is applicable, corresponding points must be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s		10		
Enterprise with ownership of 51% or more by person/s who are women		5		
Enterprise with ownership of 51% or more by person/s who are black youth		3		
Enterprise with ownership of 51% or more by person/s who are disabled		2		

collection of tender documents:

DEPOSIT	The document is available at www.etenders.gov.za as the department does not print out the document nor sell the document.
INSPECTION	Compulsory Clarification Meeting –Not Applicable

Enquiries related to tender documents may be addressed to:

Dept Project Leader:	Mr. D. Tsoai	Telephone no:	053 839 2100
Cell no:		Fax no:	053 839 2291
E-mail:	dtsoai.drpw.nc@gmail.com		

Deposit / RETURN of tender documents:

POSTED TO	<p>Tender document may be posted to:</p> <p>THE HEAD OF SCM</p> <p>DEPARTMENT OF ROADS AND PUBLIC WORKS :</p> <p>Tebogo Leon Tume Complex 9 – 11 Stokroos Street Square Hill Park KIMBERLEY, 8301</p> <p>ATTENTION: Mr. V Sidumo</p> <p>OR</p> <p>Tender documents may be posted in the tender box outside the main entrance:</p> <p>Tebogo Leon Tume Complex 9 – 11 Stokroos Street Square Hill Park KIMBERLEY, 8301</p>
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.	
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the TENDER DATA (T 1. 2)	

T 1.2 - Tender Data

T1.2- TENDER DATA

The department of roads & public Works invites tender FOR:

Project Title:	TSHWARAGANO DISTRICT HOSPITAL - PHASE1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).		
Bid No:	DRPW 002/2023/ASB	Closing Time:	11:00
Closing Date:	08 AUGUST 2024	Validity Period:	21 days

CLAUSE NUMBER	DETAIL
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 751 Published in Government Gazette No. 27831 of 22 July 2005 and as amended for time to time. (see. www.cidb.org.za)</p> <p>The Standard Conditions of Tender make 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 Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked 'F' in the above-mentioned Standard Conditions of Tender.</p>
F.1.1	The employer is the Government of the Republic of South Africa in its Northern Cape Provincial Government, represented by the Accounting Officer of the Northern Cape Department of Roads & Public Works.
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the Fully Priced Activity Schedule/ Bills of Quantities, signing the "Offer" section in the Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bounded up as it was when it was received.</p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p>TENDER</p> <p>Part 1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender (Refer to index)</p> <p>T1.2 – Tender data (Refer to index)</p> <p>Part 2: Returnable Documents</p> <p>T2.1 – List of returnable documents (Refer to index)</p> <p>T2.2 - Returnable Schedules</p> <p>CONTRACT</p> <p>Part 1: Agreement and Contract Data</p> <p>C1.1 – Form of offer and acceptance (Refer to index)</p> <p>C1.2 – Contract data (Refer to index)</p> <p>C1.3 – Form of Guarantee (Refer to index)</p> <p>Part 2: Pricing Data</p> <p>C2.1 – Pricing instructions (Refer to index)</p> <p>C2.2 - Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of Work</p> <p>C3 – Scope of work (Refer to index)</p> <p>Part 4: Site Information</p> <p>C4 – Site information (Refer to index)</p>

F.1.4	The employer's agent is:	
	Name	Mr. D. Tsoai
	Capacity	PROJECT LEADER
	Address	Tebogo Leon Tume Complex 9-11 Stokroos Street Square Hill Park KIMBERLEY, 8301
	Tel:	053 839 2100
	Fax	053 839 2291
	E-mail	dtsoai.drpw.nc@gmail.com
F.1.5.2	Insert the following: "..... tender offers, <u>save for all tenders being non responsive</u> , re-issue a tender covering	
F .2.1	<p>For eligibility refer to Notice and Invitation to Tender T1.1.</p> <p>A contract will only be entered into with a tenderer who has in his employment management and supervisory staff satisfying the requirement of the scope of works for labour intensive competencies for supervisory and management staff – <i>NOT APPLICABLE</i>.</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of Submissions in a GENERAL BUILDING class of construction, in the grading mentioned in the Notice and Invitation to Tender (T1.1), are eligible to submit tenders.</p> <p>Tender offers scoring less than a minimum of 75% in respect of the total evaluation points for quality will be regarded as non-responsive.</p> <p>NOTE: THIS SPECIAL CONDITIONS OF TENDER IS REGARDED AS A REPONSIVNESS CRITERIA, THUS FAILURE TO COMPLETE AND COMPLY WILL LEAD TO THE DISQUALIFICATION OF YOUR TENDER</p> <p><u>Individuals must be identified for each of the key personnel listed below.</u></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the Following key personnel who will be the single-point of accountability and responsibility for the management of the construction works in its employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable.</p> <p>Key Personnel: Contracts Manager Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2d with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.</p> <p>A suitably qualified and experienced contracts manager who will be the single-point of accountability and responsibility for the management of the construction works and who possesses, as a minimum, either of the following qualifications and experience:</p> <p>A: Individual experience as table A1 clause F.2.1</p> <ul style="list-style-type: none"> • A degree (NQF Level 7) in the built environment with a minimum of 10 years' experience <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> • A National Diploma/Advanced Certificate (NQF Level 6) in the built environment with a minimum of 15 years' experience <p>B: Project experience as table A1 clause F.2.1 The Curriculum Vitae of the contracts manager, must be submitted with the tender submission, appended to Schedule T2.2d. Bidders are referred to clause F.2.1 of this tender data for the requirements regarding</p>	

submission of certificates of qualifications of key personnel

Key Personnel: Construction Manager/Supervisor

Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 10 working days replace the key personnel listed in T2.2e – Construction Manager/Supervisor with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.

A suitably qualified and experienced Construction Manager/Supervisor and who possesses as a minimum the following qualifications:

A: Individual experience as table A2 clause F.2. 1

- A Trade Certificate (NQF Level 4) in the built environment with a minimum of 10 years' experience

B: Project experience as table A2 clause F.2. 1

- The Curriculum Vitae of the Construction Manager/Supervisor must be submitted with the tender submission, appended to Schedule T2.2e. Bidders are referred to clause C.2.23.2 of this tender data for the requirements regarding submission of certificates of qualifications of key personnel.

Key Personnel: SHEQ Officer

Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 10 working days 11 replace the key personnel listed in T2.2f – SHEQ Officer with a person with equivalent competencies and subject to approval by the employer. Such approval shall not be unreasonably withheld.

A suitably qualified and experienced SHEQ Officer and who possesses as a minimum the following qualifications:

A: Individual experience as Table A3 clause F.2. 1

- A Registration Certificate with SACPCMP as a Health and Safety Officer in the built environment with a minimum of 10 years' experience

B: Project experience as table A3 clause F.2. 1

- The Curriculum Vitae of the SHEQ officer must be submitted with the tender submission, appended to Schedule T2.2f. Bidders are referred to clause C.2.23.2 of this tender data for the requirements regarding submission of certificates of qualifications of key personnel.

Bank Rating

In order to be eligible for award in terms of this tender, tenderers must submit a bank rating from a recognized financial institution (not older than 3 months at tender closing date) which indicates that the bidder possesses the minimum following bank code;

- Bank rating of minimum Code C: Good for amount quoted if strictly in the way of business – Unlikely to commit themselves beyond their means

Financial Statements

In order to be eligible for award in terms of this tender, tenderers must submit signed audited statements of the last three years.

Bidders must take note of the following;

The amount of enquiry on the bank rating letter must be equal to the sum of the amount tendered (including VAT) or higher.

A tender shall not be evaluated further under the following conditions;

1. A bidder who fails to provide a bank rating letter.

- Bidders who fail to satisfy any of the above eligibility criteria contained in clause C.2.1 shall be deemed to be non-responsive and their bids shall not be considered further. Bidders shall not be provided a second opportunity by the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date and time of the bid closing.

Replace Clarification with Compulsory Briefing.

For particulars regarding a pre-tender site inspection meeting, see Tender Notice and Invitation to Tender T1.1

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to 12 enable

the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Alternative tender offer permitted: Yes ☐ No ☒

Replace sub-clause F.2.1 with the following;

Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.

The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in the form of a joint venture agreement, in which it is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Failure to provide the joint venture agreement, bound with the tender submission, on the date and time of the closing of the bid, shall render the tender non-responsive.

The tender offer validity period is 90 days.

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. The clarification of a tender offer includes the provision of the priced bills of quantities (Part C2.2: Bills of Quantities).

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Access shall be provided for inspections, tests and analysis as may be required by the Employer refer to PW371
Not a requirement.

Certificates Confirming Educational Qualifications of Key Personnel

Tenderers are required to submit certified copies of educational qualifications of key personnel. A certified copy is considered to be valid when the certification is less than three months old on the date of closing of bids. Failure to submit certified copies of key personnel qualifications will result in the bid being deemed non-responsive

Letter of Good Standing

Tender are required to submit, bound with the tender submission, a letter of good from the compensation commissioner indicating that the bidder is in good standing. Failure to submit will result in the bid not being evaluated further.

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

Bidders will be considered non-responsive if, inter alia:

1. The bidder has failed to attend the compulsory briefing meeting and failed to submit a fully completed briefing session certificate; After the briefing session, a signed briefing certificate will be issued to all the bidders who attended the briefing session.
2. The bid is submitted by Telegraphic, telephonic, telex, facsimile (faxed) or email media or if the tender is submitted late.

3. The bidder does not comply with the eligibility criteria listed in F2.1 above;
4. The resolution for signatory is not attached to the tender submission on a company letterhead.
5. The bidder has failed to fully complete and sign SBD1, SBD4, SBD 6.2, Annex C, SBD8 & SBD9.
6. The bidder failed to comply to TAX obligations at the award of the bid.

Stage 1 Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below.

A bid will not be evaluated further if it fails to meet the minimum threshold of total 75 points out of maximum 100 points for functionality as prescribed in the following tables and a minimum of 50% per sub-section

	FUNCTIONALITY CRITERIA	POINTS ALLOCATED
A	Key personnel A1 Contracts Manager	25
B	Key personnel A2 Construction Manager/Supervisor	15
C	Key personnel A3 Site SHEQ officer	10
D	Experience	50
E	TOTAL	100

A Key Personnel

Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration / Required key personnel are Contracts Manager, Construction Manager/ Supervisor and Site SHEQ Officer

A1 Contract Manager

Description of Criteria - Qualifications	Points	Total points
Qualification : BTech/Degree in the Built Environment field of study as C.2.1.4 intender data	10	10
Qualification : National Diploma in the Built Environment field of study as C.2.1.4 in tender data	5	
The tenderer has failed to address the question and has not proved qualification of the proposed contract manager	0	
Description of Criteria - Experiences	Points	Total points
Five (5) or more projects. Contract management experience on projects with minimum value of R6 million each or above appointed as contract manager	15	15
Three (3) to Four (4) projects. Contract management experience on projects with minimum value of R6 million each or above appointed as contract manager	10	
One (1) to Two (2) projects. Contract management experience on projects with minimum value of R6 million each or above appointed as contracts manager	5	

The tenderer has failed to address the question and has not proved experience of the proposed contract manager	0	
SUB-TOTAL A1	25	
A2 Construction Manager / Supervisor		
Description of Criteria - Qualifications	Points	Total points
Qualification : Trade certificate in the Built Environment field of study as C.2.1.5 in tender data	5	5
The tenderer has failed to address the question and has not proved qualification of the proposed Construction Manager/Supervisor	0	
Description of Criteria – Experiences	Points	Total points
Five (5) or more projects. Construction management experience on projects with minimum value of R6 million each or above appointed as Construction Manager / Supervisor	10	10
Three (3) to Four (4) projects. Construction management experience on projects with minimum value of R6 million each or above appointed as Construction Manager/Supervisor	8	
One (1) to Two (2) projects. Construction management experience on projects with minimum value of R6 million each or above appointed as Construction Manager/Supervisor	4	
The tenderer has failed to address the question and has not proved experience of the proposed Construction Manager/ Supervisor	0	
SUB-TOTAL A2	15	
A3 Site SHEQ Officer		
Description of Criteria - Qualifications	Points	Total points
Qualification : A Registration Certificate with SACPCMP as C.2.1.6 in tender data	4	4
The tenderer has failed to address the question and has not proved qualification of the proposed SHEQ Officer	0	
Description of Criteria - Experience	Points	Total points
Five (5) or more projects. SHEQ experience on projects with minimum value of R6 million each or above appointed as Site SHEQ Officer	6	6
One (1) to Four (4) projects. SHEQ experience on projects with minimum value of R6 million each or above appointed as SHEQ Officer	3	
The tenderer has failed to address the question and has not proved experience of the proposed SHEQ Officer	0	
SUB-TOTAL A3	10	

	<table> <tr> <td>TOTAL A</td><td>50</td></tr> </table> <p>Stage 2 Price and Specific Goals</p> <p>Add the following:</p> <p>The financial offer will be scored using the following Formula:</p> $P_s = 90 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>where</p> <p>P_s = Points scored for price of tender under consideration; P_t =</p> <p>Price of tender under consideration; and</p> <p>P_{min} = Price of lowest acceptable tender.</p> <p>A trust, consortium or joint venture will qualify for points for their BBB-EE status level as a legal entity, provided that the entity submits their BBB-EE status level certificate. A trust, consortium or joint venture will qualify for points for their BBB-EE status level as an unincorporated entity, provided that the entity submits their consolidated BBB-EE scorecard as if they were a group</p> <p>Bidders to fail to satisfy any of the above eligibility criteria in clause F.2.1 shall be determined to be non-responsive and their bids shall not be considered further. Bidders shall not be provided a second opportunity by the employer to submit any information in relation to any of the above eligibility criteria where such information is not provided by the bidder, bound within the bid submission, on the date of the bidding.</p>	TOTAL A	50
TOTAL A	50		
F .2.7	For particulars regarding A PRE-TENDER SITE INSPECTION MEETING, see Notice and Invitation to Tender T1.1		
F .2.12	<p>If a tenderer wishes to submit an own alternative offer, the only criteria permitted for such alternative tender offer is that if demonstrably satisfies the Employer's standards and requirements. A tender may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be a contractual obligation of the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respect with the Employer's standards and requirements.</p> <p>The modification Pricing Data must include an amount equal to 5% of the amount tenderer for the alternative offer to cover the Employer's cost of confirming the acceptability of the detailed design before it is constructed</p> <p>Alternative tender offer permitted: NO</p>		
F .2.12	The EMPLOYERS ADDRESS FOR DELIVERY of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1		
F.2.13.6 F .3.5	<p><u>A one-envelope procedure is required:</u></p> <p><u>Envelope 1: Northern Cape Form & Offer, Bid Documents, etc.</u></p>		

F.2.15	The CLOSING TIME for submission of tender offers is as per Notice and Invitation to Tender T1.1
F.2.16	The tender offer VALIDITY PERIOD is as per Notice and Invitation to Tender T1.1
F.2.18	The tenderer will be required to submit a fully Priced Bill / Lump Sum tender document, with tender closing.
F.2.19	Access shall be provided for inspection, tests and analysis as may be required by the Employer.
F.2.22	Not a requirement.
F.3.4.1 F.3.4.2.	The location for opening of the tender offers, immediately after closing time thereof shall be at: Tebogo Dipico 42 Schreiner Street Hillcrest KIMBERLEY, 8301
F.3.11.1	<p>The procedure for the evaluation of responsive tender is</p> <ul style="list-style-type: none"> • Method 1: Financial offer • Method 2: Financial offer and preferences • Method 3: Financial offer and quality • Method 4: Financial offer, quality and preferences <p style="text-align: right;">METHOD 4 - WILL apply for this tender.</p>
F.3.11	<p>Scoring the Financial Offer:</p> <p>$P_s = NEP + W_c$ (calculated separately for each tender offer)</p> <p>The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:</p> $W_c = W_3 \left(1 + \frac{P - P_m}{P_m} \right)$ <p>where</p> <p>W_3 = The number of tender evaluation points for quality and financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. <p>P = The price of the financial offer of the submission under consideration.</p> <p>P_m = The price of the financial offer of the submission of the lowest acceptable tender.</p> <p>W_c = Points allocated for price of tender under consideration.</p> <p>Scoring for Preferences:</p> <p>In terms of the Preferential Procurement Regulations 2011 preferences points for B-BBEE level of contribution are calculated on their B-BBEE Status Level of Contribution in the industry.</p> <p>Tender evaluation points will be awarded to tenderers who completes the preferencing schedule and who is found to be eligible for the preference claimed.</p> <p>Points for Direct Preference will be calculated according to the B-BBEE Status Level of Contribution of the tender under consideration as a per the points stated in the Notice and Invitation to Tender T1.1 and claimed in this form.</p> <p>Calculate Total tender Evaluation Points:</p> <p>The point calculated for price will be added to the point scored for preference for each individual tender offer.</p>

F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector; and The tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or Failed to perform on any previous contract and has been given a written notice to this effect.
F.3.18	Provide to the successful tender one copy of the signed contract document.
F.4	<p>ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of the tender are:</p>
F.4.1	<p>Invalid Tender</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ol style="list-style-type: none"> If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data): If the Form of Offer and Acceptance has not been completed or has not been signed by the authorised representative of the tender If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable If the tender offer is not completed in non-erasable ink.
F.4.2	<p>Negotiations with preferred tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiations:</p> <ol style="list-style-type: none"> Does not allow any preferred tenderer a second or unfair opportunity; Is not to the detriment of any other tender; and Does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes</p>
F.4.3	<p>Letter of good standing (COIDA)</p> <p>The Tenderer shall submit to the Employer a letter of good standing (COIDA)</p>
F.4.4	<p>Claims arising after submissions of tender</p> <p>No claim for any extra arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after submission of any tender and the tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> Read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. Visited the site of any proposed works. Requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Works and Pricing Data, the extract meaning or interpretation of which is not clearly intelligible to the tenderer. Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.
F.4.5	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balanced with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as</p>

	tendered. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.
F.4.6	<p>The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.12.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ul style="list-style-type: none"> (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy. (b) The electronic version shall not be regarded as a substitute for the issued tender documents. (c) The Employer shall not accept Tender submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those Tender that have been completed on an issued hard copy tender document shall be considered. (d) The Employer accepts no responsibility or liability arising from the reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender document in all respects. Tenderers are alerted to the fact that electronic version of the tender documents may not reflect any notices or addenda that amend the tender document. (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
F.4.7	<p>Local Content and Production for Designated Sectors</p> <p>Only locally produced or locally manufactured steel products and components for the construction with stipulated minimum threshold of 100% for local production and content will be considered. If the quantities of steel products and components for construction required cannot be wholly sourced in South Africa (RSA) based manufacturers and/or at the designated local content threshold of 100%, bidders and procuring entities should obtain written authorization from DTI should there be a need to import and copy of this authorization letter must be submitted together with the bid document at the closing date and time.</p> <p>The exchange rate to be used for the calculation of the local production and content must be the exchange rate published by the South Africa Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.</p> <p>A bid will be disqualified if:</p> <ul style="list-style-type: none"> • The bidder fails to achieve the stipulated minimum threshold for the local production and content unless written exemption has been granted to the bidder by the DTI to bid at a lower content level. • Failure to indicate the minimum percentage (100% & 90%) or not meeting minimum percentage for local content will automatically invalidate the bid from further consideration. • The Declaration Certificate for Local Content (SBD 6.2), the Annex C (Local Content Declaration: Summary Schedule) are not completed, duly signed, and submitted by the closing date and time of the bid <p>Bidders may contact the Metals Fabrication, Capital and Rail Transport Equipment Unit within the DTI at telephone 012 394 1356 or Primary Minerals Processing and Construction Unit at telephone 012 394 5157</p>
F.4.9	<p>Compliance with Occupation Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all the costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-contractor/sub-consultants or other engaged in the performance of this contract also comply with the above requirements.</p>

PART T2: RETURNABLE DOCUMENTS

T2.1- List of Returnable Documents

LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Tender document name		Number of pages issued	Returnable document
T 2. 2-1	Resolution of Board of Directors (PA-15.1)	1 Page	<input checked="" type="checkbox"/> Yes
T2. 2-2	Resolution of Board of Directors to enter into consortia or JV's (PA-15.2)	2 Pages	<input checked="" type="checkbox"/> Yes
T2 2-3	Special Resolution of Consortia or JV's (PA-15.3)	3 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-4	Schedule of proposed sub-contractors (DPW-15: EC)	1 Page	<input checked="" type="checkbox"/> Yes
T2. 2-7	Site Inspection Meeting Certificate (DPW-16: EC)	1 Page	<input checked="" type="checkbox"/> No
T2. 2-8	Declaration of Interest (PA-11)	3 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-15	Compulsory Enterprise Questionnaire	2 Pages	<input checked="" type="checkbox"/> Yes
F.2.1	Bank Rating Letter (not older than 3 months at the close of tender)	Pages	<input checked="" type="checkbox"/> Yes
F.2.1	Past three years Audited financial Statements	Pages	<input checked="" type="checkbox"/> No
	Valid Letter of Good Standing	Pages	<input checked="" type="checkbox"/> Yes
	Declaration Certificate for Local Content (SBD 6.2)	Pages	<input checked="" type="checkbox"/> No
	Joint Venture Agreement (State percentage split)	Pages	<input checked="" type="checkbox"/> Yes
	Priced Bills of Quantities	Pages	<input checked="" type="checkbox"/> Yes

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name		Number of pages issued	Returnable document
T2. 2-6	Preference Certificate (SBD6.1)	6 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-11	Record of Addenda to tender documents (DPW-21: EC)	1 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-12	Particulars of Electrical Contractor (refer to index)	1 Page	<input checked="" type="checkbox"/> No

3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name		Number of pages issued	Returnable document
Form of construction guarantee (DPW 10.1 & DPW 10.3)		Pages	<input checked="" type="checkbox"/> Yes

Resolution of Board of Directors

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: : _____ (Position in the Enterprise)

and who will sign as follows: : _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	NAME	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Resolution of Board of Directors to Enter into Consortia or Joint Ventures

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

4. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Joint ventures are eligible to submit tender provided that:

- every member of the joint venture is registered with the CIDB
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project.
- A Joint Venture Agreement must be submitted with the tender in the case of a joint venture offer.

Special Resolution of Consortia or Joint Ventures

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

- B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

E-mail address : _____

Business address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	Capacity	Signature
1			
2			
3			
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7			
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9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Joint ventures are eligible to submit tender provided that:

- every member of the joint venture is registered with the CIDB
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project.
- A Joint Venture Agreement must be submitted with the tender in the case of a joint venture offer.

Schedule of Proposed Subcontractor

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council and/or with the CIDB (Construction Industry Development Board).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
-----------------------	--

Capacity of Tenderer

CAPACITY OF TENDERER

4. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

4.1. Provide full particulars of:

Machinery	Plant	Workshops

5. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

5.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence- ment	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

5.2. Previous projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name of Tenderer	Signature	Date

Preference Certificate

NCP 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = 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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s		10		
Enterprise with ownership of 51% or more by person/s who are women		5		
Enterprise with ownership of 51% or more by person/s who are black youth		3		
Enterprise with ownership of 51% or more by person/s who are black disabled		2		

--	--	--	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

Site Inspection Meeting Certificate

SITE INSPECTION MEETING CERTIFICATE

Project title:	TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).
-----------------------	---

This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DEPT Representative or Project Leader	Signature	Date

Name of Project Manager	Signature	Date

Declaration of Interest

NCP4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Record of Addenda to Tender Documents

RECORD OF ADDENDA TO TENDER DOCUMENTS

14. I / We confirm that the following communications received from the DEPARTMENT OF ROADS & PUBLIC WORKS before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

15. I / We confirm that no communications were received from the **Error! Reference source not found.** before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

Particulars of Electrical Contractor

PARTICULARS OF ELECTRICAL CONTRACTOR

We confirm that the **Electrical Contractor** contracted to construct are registered with the Electrical Contracting Board of SA, the Department of Employment and Labour and with the CDB (Construction Industry Development Board) in their class of construction.

Name of Electrical Contractor:

Address:

Electrical Contractor registration number at the Electrical Contracting Board of S.A.:

Name of Tenderer	Signature	Date

Special Conditions Of Contract For Subcontracting

SPECIAL CONDITIONS OF TENDER

PROJECT: TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR
NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE
DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).

TENDER NO: DRPW 002/2023/ASB

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data. The Standard Conditions of Tender make 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 standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Add the following to clauses in Standard Conditions of Tender

The employer's agent is Hospital Design Group Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents

A competitive negotiation procedure will not be followed.

A two-stage system will not be followed.

SUBCONTRACTING

SUBCONTRACTING

It is a special condition of this tender and the subsequent contract that would be awarded to the successful tenderer that:

The tenderer / contractor should apply specific goals / objective criteria to advance designated groups in terms Contracting Participation Goals and Specification Goals (as per Regulation 2022) of empowerment which reads as follows:

For this reason, the following documentation must be submitted at the time of entering into the agreement between main contractor and subcontractors:

- certified B-BBEE certificates / sworn affidavits of the sub-contracting party
- original and valid tax clearance certificate of the sub-contracting party
- signed copy of the legal agreement between the main contractor and the subcontracting party,

Only those subcontractors who are registered with the CIDB, or are capable of being so prior to the evaluation of their submissions, in a contractor grading designation determined in accordance with the sum tendered for the specific Class and Range of construction works are eligible to submit tenders.

CIDB registration is not applicable to Labour Only subcontractors.

Note to tenderers:

A list of suppliers registered on a database approved by the National Treasury as per Regulation 9.3 will be given to successful tenderer. The tenderer is not limited to the list; however, it remains the responsibility of the Tenderer to verify the QSE or EME status of the Subcontractor with:

≥51% ownership by Black people living in rural or undeveloped areas which is Northern Cape Province. For this particular project, local will be confined firstly to the in the Northern Cape Province.

Contract parameters

Contract subcontracting goal applicable to the contract %
Contract sum at time of award (exclusive of value added tax)	R
Less: provisional sums and budgetary allowances	R
Less: contingencies and escalation	R
Net amount	R _____ (1)

Contract subcontracting goal implementation plan

Summary of targeted works or trades identified for subcontracting participation

Proposed Work / Trades to be subcontracted	Estimated value of contracts (excluding provisional sums, budgetary allowances, contingencies, escalation and value added tax)	Percentage participation claimed towards contract participation goal
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
Total contribution towards Subcontracting participation goal	R	% (2)

Targeted subcontracting participation goal

100 x 2 / 1 _____ %

Local Content Declaration

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. GENERAL CONDITIONS

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:211 as follows:

$$LC = [1 - x / y] * 100$$

Where:

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

THE SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011 IS ACCESSIBLE ON [HTTP://WWW.DTI.GOV.ZA/INDUSTRIAL DEVELOPMENT/IP.JSP](http://www.dti.gov.za/industrial_development/ip.jsp) AT NO COST.

- 1.6 A bid may be disqualified if this Declaration Certificate and Form L (Annex C, D and E) are not submitted as part of the bid documentation

2. Does any portion of the services, works or goods offered have any imported content?

YES		NO	
------------	--	-----------	--

Tick applicable box

- 2.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid 08 December 2017.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

3. Were the Local Content Declaration Templates (Annex C (Form A3.6), D and E) audited and certified as correct?

YES		NO	
------------	--	-----------	--

Tick applicable box

- 3.1. If yes, provide the following particulars:

(a) Full name of auditor:
.....

(b) Practice number:

(c) Telephone and cell number:

(d) Email address:
.....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS
1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name Institution):

.....

N.B.:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.dti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declarations C, D and E, should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned (full names),

do hereby declare, in my capacity as

of (name of bidder entity)

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above- specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	...%
Local content %, as calculated in terms of SATS 1286:2011	...%

IF THE BID IS FOR MORE THAN ONE PRODUCT, THE LOCAL CONTENT PERCENTAGES FOR EACH PRODUCT CONTAINED IN DECLARATION C SHALL BE USED INSTEAD OF THE TABLE ABOVE.

The local content percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1:

DATE:

WITNESS No. 2:

DATE:

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/>
(C7)	Specified local content %	<input type="text"/>

Note: VAT to be excluded from all calculations

[illegible]

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

EU	R 9.00
----	--------

GBP	R 12.00
-----	---------

Calculation of imported content

Summary	
Tender Qty	Exempted imported value

**This total must correspond with
Annex C - C 21**

Calculation of imported content

[illegible]

68

[REDACTED]

C. Imported by a 3rd party and supplied to the Tenderer									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT

Summary	
Quantity imported	Total imported value

Total imported value by 3rd party

Total of foreign currency payments declared by tenderer and/or 3rd party

Total of imported content & foreign currency payments -

above

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
D. Other foreign				

Signature of tenderer from Annex B

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)	<input type="text"/>
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input type="text"/>
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	<input type="text"/>
			(E13) Total local content <input type="text"/>

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Compulsory Enterprise Questionnaire

6. Compulsory Enterprise Questionnaire

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

Attach to this form the most recent financial statements of the tendering entity.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

CSD Number.....

SARS Pin.....

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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee or a member of board of directors of cidb |
| <input type="checkbox"/> 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

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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee or a member of board of directors of CIDB |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

THE CONTRACT

PART C1 : CONTRACT DATA

Contract Data: JBCC 2000 Nominated Subcontract Agreement

CONTRACT DATA: JBCC 2000 NOMINATED SUBCONTRACT AGREEMENT (Edition 4.1 of March 2005)

CONTRACT DATA

TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Nominated Subcontract Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The nominated subcontract schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the nominated subcontractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets</p>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	N/S CONTRACTING AND OTHER PARTIES
42.1.1	<p><u>Subcontractor:</u></p> <p><u>Postal address:</u></p> <p>Tel: Fax:</p> <p><u>Physical address:</u></p>

[1.2]

42.1.2	<p><u>Employer:</u></p> <p>Government of the Republic of South Africa Provincial Government, represented by the Accounting Officer</p> <p><u>Postal address:</u></p> <p>Tebogo Leon Tume Complex 9-11 Stockroos Street Square Hill Park KIMBERLEY,8301</p> <p>Tel: 053 839 2100 Fax: 053 839 2290 /1</p> <p><u>Physical address:</u></p> <p>Tebogo Leon Tume Complex 9-11 Stockroos Street Square Hill Park KIMBERLEY,8301</p>

42.1.2 [5.1]	<p>Principal Agent: HOSPITAL DESIGN GROUP</p> <p>Agent's service: PRINCIPAL AGENT & ARCHITECTURE</p> <p>Postal address: 57 Warden Street, Harrismith 9880</p> <p>Tel: 058 622 3942 Fax: N/A email: braam@hdg.co.za</p>
[1.1]	<p><u>Representative of the Employer:</u></p> <p>Project Leader : Mr. D Tsoai</p> <p>Postal address: Tebogo Leon Tume Complex 9-11 Stockroos Street Square Hill Park KIMBERLEY,8301</p> <p>Tel: [053] 893 2100 Cell: Fax: [053] 839 2290 /1</p>
42.1.3 [5.1]	<p>Agent (1): RE A KGONA GENERAL SERVICE</p> <p>Agent's service: OHS Consultant</p> <p>Postal address:42 Schreiner Street, Hillcrest, Kimberley, 8301</p> <p>Tel: 084 293 0200 Fax: N/A email: dipicot4@gmail.com</p>
42.1.4 [5.1]	<p>Agent (2):</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel:</p> <p>email:</p>
42.1.5 [5.1]	<p>Agent (3):</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p> <p>email:</p>

42.2	CONTRACT DETAILS
42.2.1	Works description: Refer to document C3 – Scope of Work.
42.2.2	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	1) Interest rate legislation: The interest rate applicable will be 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) 2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 4) Dispute resolution by Adjudication Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 5) Extended defects liability period applicable to the following elements: N/A
42.2.6 [15.3]	Period for the commencement of the works after the subcontractor takes possession of the site : Ten (10) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: Completion will be as follows: The date for practical completion shall be 2 Months from the commencement date and the penalty per calendar day shall be R 8 200.00 for late completion.
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : NOT APPLICABLE Section 1: Section 2: insert description as may be applicable insert penalty amount Section 3: insert description as may be applicable insert penalty amount Section 4: insert description as may be applicable insert penalty amount

42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the subcontractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R (.....) With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the subcontractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R insert amount (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the subcontractor For the sum of R insert amount (insert amount in words) With a deductible of R insert amount (insert amount in words)

42.4	DOCUMENTS
42.4.1	Wavier of contractors lien or right of continuing possession is required.
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the subcontractor free of charge
42.4.3	N/s Bills of quantities / n/s Lump sum document schedule of rates drawn up in accordance with: <input type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) Or <input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or <input checked="" type="checkbox"/> Other () Specific Project Specification forming part of this document. It will take preference over any contradictory items in the standard SABS/SANS 1200.

42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the n/s contract documents: No
42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: No</p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>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)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. 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 a representative of the employer as named in the schedule</p>

	<p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Nominated/ Selected Subcontract Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p>Damage to the works</p> <p>(1) Without in any way limiting the subcontractor's obligations in terms of the contract, the subcontractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The subcontractor shall take such precautions and security measures and other steps for the protection and security of the works as the subcontractor may deem necessary</p> <p>(2) The subcontractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(3) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(4) Where the employer bears the risk in terms of this contract, the subcontractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Add the following as 10.6</p> <p>Injury to Persons or loss of or damage to Properties</p> <p>(a) The subcontractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(b) The subcontractor shall be liable for and hereby indemnifies the employer against any 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, arising out of or in the course of or by reason of the execution of the works</p>
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	<p>unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(c) The subcontractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p> <p>(d) The subcontractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p> <p>(5) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the subcontractor, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(6) The subcontractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 Add the following as 10.7</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The subcontractor shall, from the commencement date of the works 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 subcontractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the subcontractor 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 subcontractor's own costs</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The subcontractor 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</p> <p>The subcontractor 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</p>
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	<p>10.7.3 It is the responsibility of the subcontractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the subcontractor's obligations in terms of the contract, the subcontractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the subcontractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the subcontractor 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 subcontractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the subcontractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the subcontractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the subcontractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the subcontractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The subcontractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the subcontractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the subcontractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the subcontractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the</p>
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	<p>employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the subcontractor</p>
	<p>14.3.6 The parties expressly agree that neither the employer nor the subcontractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The subcontractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the subcontractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the subcontractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The subcontractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the subcontractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the subcontractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The subcontractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the subcontractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the subcontractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p>

	<p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the subcontractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or subcontractor in terms of this agreement</p> <p>14.9 Should the subcontractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the subcontractor, is entitled to change the subcontractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.2 The security selected in terms of 14.0</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993 as amended), within twenty-one (21) calendar days of site handover date</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">“Give the subcontractor possession of the site within ten (10) working days of the commencement date.</p> <p>17.1.11 Delete the words “and the appointment of nominated and selected subcontractors”</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 or 31.8</p> <p>31.8 Amend as follows:</p> <p style="padding-left: 40px;">31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p style="padding-left: 40px;">31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p style="padding-left: 40px;">31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p>
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	<p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the subcontractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 subcontractor" and 32.5.7</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this 37.5 agreement either by the employer or the subcontractor; or for any reason whatsoever, and the subcontractor shall on written instruction, discontinue with the works on a date stated</p>
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	<p>38.7 and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)" And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	Part 2: N/S Contract Data provided by the Subcontractor:
42.5	N/S CONTRACT DETAILS
42.5.1	<p>Subcontractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>

42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.7 [14]	<p>The security to be provided by the subcontractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(6) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(7) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period : From: _____ to _____

42.6 42.6.1	DOCUMENTS Contract documents marked and annexed hereto: Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____ Lump sum document: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____ Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____ Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____ Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>) _____ _____ _____ _____ _____ _____
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Fixed N/S Construction Guarantee – JBCC

FIXED N/S CONSTRUCTION GUARANTEE
JBCC 2000 NOMINATED SUBCONTRACT AGREEMENT

(Edition 4.1 of March 2005)

HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND PUBLIC WORKS
GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

TO: CFO - Mr B Slingers
Tebogo Leon Tume Complex
9-11 Stockroos Street
Square Hill Park
KIMBERLEY, 8301

Sir,

**FIXED N/S CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT
IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)**

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**subcontractor**") and the Government of the Republic of South Africa in its DEPARTMENT OF ROADS & PUBLIC WORKS (hereinafter referred to as the "**employer**"), Contract/Tender No: DRPW 002/2023/ASB for TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).

(hereinafter referred to as the "contract") in the amount of R _____,
(_____),
(hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**")
advise that the **guarantor** holds at the **employer's** disposal the sum of R _____,
(_____) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **subcontractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **subcontractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **subcontractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**; and
 - (c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

Variable N/S Construction Guarantee – JBCC

VARIABLE N/S CONSTRUCTION GUARANTEE
JBCC 2000 NOMINATED SUBCONTRACT AGREEMENT

(Edition 4.1 of March 2005)

HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND PUBLIC WORKS
GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

TO: CFO – Mr B Slingers
Tebogo Leon Tume Complex
9-11 Stockroos Stree
Square Hill Park
KIMBERLEY, 8301

Sir,

VARIABLE N/S CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC
2000 (4.1 EDITION MARCH 2005)

5. With reference to the contract between _____

_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa, in its DEPARTMENT OF ROADS & PUBLIC WORKS, (hereinafter referred to as the “**employer**”),
Contract/Tender No: DRPW 002/2023/ASB for the TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).

(hereinafter referred to as the “contract”) in the amount of R _____,
(_____) (hereinafter referred as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R _____,
(_____)
being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

6. I / We advise that the **guarantor's** liability in terms of this guarantee shall be reduced as follows:

- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (b) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor's** liability will be reduced to 3% of the value of the works (excluding VAT);
- (c) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor's** liability will be reduced to 1% of the value of the works (excluding VAT);
- (d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.

7. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- (c) Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 - (d) The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 - (e) The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 - (f) This undertaking is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above; and
 - © shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF

_____ 20__

AS WITNESS

3. _____

4. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly Authorized thereto by resolution attached marked Annexure A)

DATE: _____

D. No alterations and/or additions of the wording of this form will be accepted

- E. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- F. This GUARANTEE must be returned to: _____
- _____

PART C3: SCOPE OF WORKS

Scope of Works – JBCC

SCOPE OF WORKS
JBCC 2000 NOMINATED SUBCONTRACT AGREEMENT
(Edition 4.1 of March 2005)

PROJECT	TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).
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C3. Scope of Works

EXTENT OF THE WORKS

The works consist of the clearing, removal and safe disposal to approved site of asbestos-containing materials at the existing **Tshwaragano District Hospital** for the Department of Roads and Public Works on behalf of the Department of Health of the Northern Cape Province.

The scope of works includes, but is not limited to:

- Site establishment, collection, bagging and removal of asbestos-contaminated rubble on site.
- Demolishing of prefabricated two houses and walkways and removal of waste.
- Demolishing of walkways and removal of waste.
- Demolishing of walkways and removal of waste; site clearance.

Carefully remove and dispose of:

- Asbestos-containing rubble on the hospital site.
- Asbestos-containing prefabricated houses and waste.
- Asbestos-containing concrete walkways on the premises.

ORDER OF THE WORKS

As per contractor's preliminary programme and as agreed by the Project Manager and not to exceed the contract period.

ACCESS

The site is located at the existing Tshwaragano District Hospital in the Batlharos area, Northern Cape.

Health and Safety Specification

STANDARD HEALTH AND SAFETY SPECIFICATION

Standard Bills

These specifications shall be used in conjunction with all other applicable Health and Safety specifications, Legislation as in Occupational Health and Safety Act no. 85 of 1993 as amended by Act no.181 of 1993, the Construction Regulations as promulgated in 2014 and incorporated into the OHS Act by Government Notice No. R1010 published in Government Gazette 25207, General Safety Regulations as promulgated on 18 July 2006 and incorporated into the OHS Act by Government Notice No. 1010 published in Government Gazette 25207 and all other relevant regulations incorporated into the OHS Act as well as ISO 9 000, all Environmental legislation such as:

- Environment Conservation Act No. 73 of 1989
- National Water Act No. 36 of 1998
- Hazardous Substances Act No. 15 of 1973
- Atmospheric Pollution Prevention Act No.45 of 1965
- Physical Planning Act 88 of 1967

GENERAL

- Client

The Client, Department of Roads and Public Works, shall execute his duties as per Regulation 4 of the Construction Regulations of 2003 that states *inter alia*, the following:

1. A client shall be responsible for the following in order to ensure compliance with the provisions of the Act-
 - (a) Prepare health and safety specifications for the construction work, and provide any Contractor who is making a bid or appointed to perform work for the client with the same;
 - (b) Appoint each Contractor in writing for the project or part thereof on a construction site;
 - (c) Take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site. Provided that the steps taken, shall include periodic audits at intervals, mutually agreed upon between the client and the Contractor, but at least once every month;
 - (d) Stop any Contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan;
 - (e) Ensure that where changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
 - (f) Ensure that every Contractor is registered and in good standing with the Compensation fund or with a licensed compensation insurer prior to commencing on site.
 - (g) Ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during construction process.

Therefore, the following specifications from the Client to the Contractor:

- Each and every Contractor shall make the following appointments and provide the necessary training accordingly:

- (a) Construction Works Supervisor
- (b) Health and Safety Representatives
- (c) Health and Safety Committee
- (d) Machinery Supervisor
- (e) Excavation Inspector
- (f) And all the necessary appointments as per the OHS Act and the relevant Regulations

All appointments should be completed before work commencement, signed, dated and completed in full, be fully explained to the nominated individual and should be at all times displayed on Site Notice Board that will have to be at least 600mm by 800mm.

- The Site Notice Board should also inter alia, have the following information on it:
 - a. Site regulations concerning safe working procedures
 - b. Information on the nearest first-aid station
 - c. Ambulance
 - d. Doctor
 - e. CSO's number and
 - f. Other relevant persons
- Each and every Contractor shall give notification of Construction work to the Office of the Department of Labour **PRIOR** to commencement of work.
- Each Contractor shall provide the Client with a Pre Site establishment checklist
- Each Contractor shall to monthly safety audits on the project and provide the Client with a copy thereof
- Each Contractor shall provide to the Client a Health and Safety Representative inspection checklist and ensure that Health and Safety representatives do inspections at least on a monthly basis
- Each Contractor shall provide and demonstrate to the Client a Health and Safety management policy
- As per the General Safety Regulations Regulation 4 as contemplated in the Basic Conditions of Employment Act, No. 3 of 1983, have the relevant amount of trained First-Aiders on site.
- In terms of Regulation 3 of the General Safety Regulations, provide a first-aid box or boxes on the premises of work
- In terms of Section 23 of the OHS Act, provide all workers at all times, with the necessary PPE.
- In terms of the Facilities Regulations provide the necessary facilities such as proper ablution, during space, lockers and any other item as per the Facilities Regulations that is necessary to carry out the work safely and without risk to the health of the workers.
- Keep an incident record book on site at all times.

SAFE WORKING LOADS

The Contractor shall ensure that where applicable:

- safe working loads of hoists, load bearing beams and cranes are prominently displayed at all times.
- The safe working loads are not exceeded under any circumstances.
- All lifting gear is marked with a unique identity number and recorded in a register

ELECTRICAL EQUIPMENT AND PROCEDURES USED BY THE CONTRACTOR

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor. And the inspections shall be logged. The frequency of inspections shall be determined by the Client. A record of the inspections shall be kept and shall be made available to the Client on request

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

COMMISSIONING SAFETY PRECUATIONS

The Contractor shall ensure that wherever repairs, adjustments of any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

A Certificate of Completion by a qualified master electrician will be issued after electrical work is completed.

TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

A designated route as well as a dumping site will be identified for the transportation and disposal of waste material by the service provider.

INDEMNITY OF THE CLIENT AND HIS AGENTS

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85/93, as amended, which agreement shall be entered into and duly signed by both the Client and the Contractor prior to commencement of work. A copy of the signed agreement shall be included in the Contractor's Health and Safety Plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice observation, proposal, request, test or similar act by either the Client or any of his Agents, including lack of disapproval, shall not relieve the Contractor from any responsibility he has under the Act and the relevant regulations (Construction Regulation), including responsibility for errors, omissions, discrepancies and non-compliance.

SPECIFIC REQUIRMENTS

Design

No significant hazards can be identified which have not been considered in the detailed design. However, hazard must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified and unqualified craftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under consideration of the tender documentation, National Building Regulations, Regulations, the Standard Occupational Health and Safety Specifications, other specifications and manufacturers' instructions.

Security

The Contractor's material site must be properly secured.

Existing environment

The surrounding roads and properties will be pointed out to the Contractor at site handover.

If the flow of traffic is in no way going to be hampered by the contractor's work, the necessary traffic authorities must be immediately informed.

Existing services

All known services will be pointed out at site handover.

Contractors must recognize that all services on the site must be expected to be "live" and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.

In the event that previously unidentified services are discovered, Contractors shall immediately refer detail of location, suspected condition and status to the Client and await instruction. On no account must any services be interfered with without specific instruction and authority.

Ground conditions

As per the geotechnical assessment.

Related restrictions affecting health and safety

Being in a residential area, normal daytime working hours are to be adhered to in order to minimize disturbance to surrounding residences.

No unauthorized blasting in a residential area will be done without authorization from the client.

Control of pollution

All rubble, refuse, etc. is to be disposed of in accordance with the municipal by-laws.

Needed to mention, the above mentioned health and safety specifications should be used in accordance with the standard specifications as can be found in the existing tender document of the Client.

The Client can and will, if necessary and in the interest of health and safety, amends the above mentioned specifications.

An identified and agreed dumping site will be used in case of hazardous material. A disposal certificate will be issued by the contractor after disposal.

- **Principal Contractor and Contractor**

In terms of Regulation 5 of the Construction Regulations, after receiving the health and safety specifications from the Client, the Principal Contractor shall provide and demonstrate to the Client a Health and Safety Plan. This Health and Safety Plan shall indicate that the (Contractor) shall perform, but is not limited to, the following duties:

GENERAL REQUIREMENTS

- Administration
- Appointments
- Safety committees
- Registers, Checklists and permits
- Incident management
- Emergency planning
- Contractors
- Risk assessment
- Audits
- Hazardous substance control
- Training
- Additional requirements
- Planning

Annexure:

The following annexures should be attached to the Health and Safety Plan and the format should be agreed upon between the Client and the Contractor:

- Pro forma for Construction Works Supervisor appointment
- Pro forma for Health and Safety Representative Appointment and his IOSH membership
- Pro forma for Machinery Supervisor appointment
- Pro forma for Excavation Inspector appointment
- Pro forma for Notification of Construction Work
- Pro forma – Pre Site Inspection Checklist
- Monthly Safety Audit Checklist
- Health and Safety Representative Inspection checklist
- Health and Safety Management Policy

CONCLUSION

The objectives of this document is to outline all necessary procedures required to implement and maintain a comprehensive Occupational Health and Safety System for Construction Projects in line with specifications prescribed by the Department of Roads and Public Works.

It is general business imperative of the Department of Roads and Public Works to understand and embrace safe working procedures. Violations of simple safety procedures can lead to injury and even loss of life. Every accident, no matter how minor, can be translated into costs against the Project. These costs are both direct (damage to property, medical expenses, etc.) and indirect (investigation proceedings, disruption of work, delay in program, plant replacements, etc).

In order for an easier understanding of legislative requirements in particular with regard to the Construction Regulations this proposed planning document has been compiled in a very simplistic manner. It will therefore not focus on each and every scenario that may arise and does not intend to convey all requirements of statutes other than the following:

1. Occupational Health and Safety Act No. 85/93 as amended by Act No. 181/93
2. Incorporated Regulations of the Act – Construction Regulations of 2003
3. Relevant SABS codes of the Practice as per Section 40 of the OHS Act.
4. Compensation for Occupational Injury and Diseases Act no. 130 of 1993 as amended.

STANDARD ABBREVIATIONS

OCCUPATIONAL HEALTH AND SAFETY

ITEM	TERM	ABBREVIATION
1	Health and Safety	H&S
2	Occupational Health and Safety	OHS
3	Safety Health and environment Representative	SHE REP
4	Hazard Identification and Risk Assessment	HIRA
5	Personal Protective Equipment	PPE
6	General Administrative Regulations	GAR
7	Facilities Regulations	FR
8	General Safety Regulations	GSR
9	Environmental Regulations	ER
10	Electrical Installation Regulations	EIR
11	Asbestos Regulations	AR
12	Driven Machinery Regulations	DMR
13	General Machinery Regulations	GMR
14	Electrical Machinery Regulations	EMR
15	Diving Regulations	DR
16	Lead Regulations	LR
17	Vessels under Pressure Regulations	VPR
18	Regulations for Hazardous Chemicals Substances	HAZCHEM Reg.
19	Major Hazard Installation Regulations	MHIR
20	Construction Regulations	CR
21	Mines Health and Safety Act	MHS ACT
22	Compensation for Occupational Injuries and Diseases Act	COIDA
23	South African Bureau of Standards	SABS
24	Construction Safety Officer	CSO
25	Medical Safety Data Sheet	MSDS
26	Tunneling Regulations	TR
27	Traffic Calming Devices	TCD
28	Environmental Impact Assessment	EIA
29	Hazardous Chemical Substances	HCS
30	Dangerous Goods	DG
31	Dry Chemical Powders	DCP

HEALTH AND SAFETY SPECIFICATION

BREAKDOWN OF MINIMUM EXPECTED COST ITEMS

CARRY TOTAL TO SECTION C, CLAUSE C11 OF PRELIMINARIES

NO	GENERAL REQUIREMENTS	STATUE	QUANTITY	RATE	AMOUNT
1	Contractor's Health and safety Plan	Regulation 5 of CR	1/site		
2	Contractor's full time construction Supervisor	Regulation 6(1) of CR	1/site		
3	Risk Assessment	Regulation 7(1)	1/site		
4	Fall protection plan	Regulation 8(1)	1/site		
5	Demolition work	Regulation 12 (1) of CR	1		
6	Scaffolding and suspended platforms supervisor (Full time)	Regulation 14(1) of CR	1		
7	Construction welfare facilities	Regulation 28(1)	1		
8	Health and safety induction	Section 13 of OHS ACR 85/93	1		
9	Trained health and safety representatives	Section 17 and 18 of OHS ACT 85/93	2 rep for every ten employees		
10	Trained health and safety committee(s)	Section 19 and 20 of OHS ACT	At least one (1) Committee		
11	Provision of PPE for workers free of charge at employer's expense	Section 23 of OHS Act 85/93	All workers on site		
12	Provision of trained first-aiders full time on site	Regulation 3(94) of GSR	2 trained first-aiders for up to every 10 employees		
13	Log books including health and safety file full time on site	Regulation 8(1) of GAR	1		
14	Notices on site	Regulation 11(1) of GAR	3		
15	Safety straps, safety harnesses, safety rails and safety devices	Section 8 of OHS ACT 85/93			
16	Full time health and safety officer on site		1		
17	Compliance to health and safety protocols related to the Covid-19 must clearly be incorporated into the Health and Safety Plan		1		
TOTAL CARRIED TO THE PRELIMINARIES CLAUSE C11 IN SECTION C OF THE PRELIMINARIES AND GENERAL					

PART C4: SITE INFORMATION

Site Information – JBCC

SITE INFORMATION
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

Project title:	TSHWARAGANO DISTRICT HOSPITAL - PHASE 1 FOR NOMINATED SUB-CONTRACT (CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS).
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C4 Site Information

1. LOCATION AND ACCESS

The site is located at the existing Tshwaragano District Hospital in the Batlharos area, Northern Cape
Please contact the project leader for confirmation of the site. The project leader for this project is:
Mr. D. Tsoai, contact the department at 053 839 2258 for more information.

2. NATURE OF THE GROUND

Geotechnical test have been conducted on the site to determine the nature of the ground. Tenderers / Bidders must however inspect the premises in order to make themselves thoroughly acquainted with the nature of the ground. No claims whatsoever will be entertained spreading from a bidder that did not attend the site meeting or did not familiarise himself with the conditions at the premises.

PART C2 : PRICING DATA

PRICING INSTRUCTIONS

JBCC 2000 NOMINATED SUBCONTRACT AGREEMENT

(Edition 4.1 of March 2005)

C2.1 Pricing Instructions

1. BILLS OF QUANTITIES

The pricing strategy adopted for this project is the **fixed bills of quantities** which forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The Standard System of Measuring Building Work referred to in Clause 41.4.3 of Section 1: Preliminaries (Section A), has reference. Except where stated otherwise or where it is clear from the contents of the measured items, these bills of quantities have been compiled in accordance with the "Standard System of Measuring Building Work" 6th edition (as amended), issued by the Association of South African Quantity Surveyors. All measurements and payments will be done in accordance with the principles as laid down in the said Standard System of Measuring Building Work.

2. GENERAL PREAMBLES

For further amplification of descriptions of materials to be used and methods to be adopted, the contractor is referred to the Specification of Materials and Methods to be used (PW371) as published by the Department of Public Works (fourth revision, October 1993), the relevant descriptions which shall be deemed to be read and priced in conjunction with the descriptions in the **provisional bills of quantities**. No claims arising from brevity of description of items fully described in the said specification will be entertained.

The document Specification of Materials and Methods to be used (PW371) is obtainable on request from the head office and all regional offices of the Department.

3. ORDERING OF MATERIALS

The Contractor shall place orders timeously for materials or specified articles that are required. Should the **bills of quantities** be used for ordering materials, this shall be entirely at the contractor's risk.

4. IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to form DPW-23 EC for the Schedule of imported materials and equipment to be completed by the tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).

5. VALUE ADDED TAX

The tender price must include for 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.

6. PRIME COST AMOUNTS

Prime cost amounts are a net allowance, excluding VAT, for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

7. EXISTING SERVICES

During construction in the various areas, it is anticipated that unknown live services will be exposed and temporary deviations will need to be constructed. The Contractor will be deemed to have made due allowance in his programming and pricing of the Bills of Quantities for possible delays due to the existence of unknown live services and no extension of time claims will be entertained in this regard.

8. SECURITY

The Contractor is to provide for his own site security and is to co-ordinate overall site security with any Nominated Sub-Contractors.

9. ACTS OF PARLIAMENT, ORDINANCES, REGULATIONS AND BY-LAWS AND OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993 – SECTION 37 [2])

Reference made to, or requirements called for in terms of the provisions of any Act of Parliament, Ordinance and the Regulations or By-Laws of any local or other statutory authority shall not in any way limit the Tenderer / Contractor's liability or obligations to familiarise himself with and comply with the provisions of all Acts of Parliament, Ordinances and the Regulations or By-Laws of any local or other statutory authority which may be applicable.

The Tenderer's attention is drawn to the fact that the Occupational Health and Safety Act (Act 85 of 1993 – Section 37[2]) is in force. Copies of the Act as well as the Construction Regulations 2003, issued in terms of the Act, are available from the Government Printing Works, 149 Bosman Street, Pretoria (Private Bag X85, Pretoria, 0001. Tel. 012 – 334 4500)

The Contractor is to provide the appropriate number of Safety Officers required for the execution of the full project and for the duration of the entire contract.

These Bills of Quantities contain items relating to the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act 85 of 1993). Tenderers must price separately all the relevant items under clause C11 of the Preliminaries to enable the Department to ensure that tenderers have made provision for the cost of all health and safety measures during the construction process.

10. CONTRACT PRICE ADJUSTMENT PROVISIONS (ESCALATION)

This Contract will be / ~~will not~~ be subject to escalation in terms of the JBCC Contract Price Adjustment Provisions.

11. LOCAL LABOUR

The Tenderer's attention is specifically drawn to Clause 13, Section 1: Preliminaries (Section C) of these Bills of Quantities.

It is strongly recommended that the successful Contractor appoint a community facilitator in order to facilitate the requirements of Clause 13 of the Preliminaries (Section C) by main contractor.

It must be clearly understood that should a community facilitator be appointed; he will remain the full responsibility of the Contractor and no claims will be entertained in this respect.

12. EXPENSES IN PREPARATION OF TENDERS

The Employer will not be responsible for, or pay for, any expenses or losses incurred by the Tenderer during the preparation of his tender.

C2.2- Fixed Bills of Quantities

BID: DRPW 002/2023/ASB

Reference number:

DRPW 002/2023/ASB

Closing Date and Time:

26 JULY 2024 @11H00

Subject:

Clearing, removal and safe disposal of asbestos-containing materials at Tshwaragano Hospital, Kuruman District

Deliverables:

- Site establishment, collection, bagging and removal of asbestos-contaminated rubble on site
- Demolishing of two prefabricated houses, walkways, removal of waste and site clearance.

Bidder's Name:

1. SCOPE OF WORK

1.1 Background

During a renovation project conducted in 2012, it was established that asbestos fibres are present in the concrete mixture used to build certain structures on the hospital premises. Due to harsh weather conditions that affected the building materials over the years, the concrete deteriorated and asbestos fibres dislodged across the premises. A study was conducted to determine the extent of the contamination and it was evident that renovation of the hospital should only follow after the clearing of asbestos-containing materials. Such intervention is a statutory requirement to prevent exposure of hospital and contractor staff to free airborne asbestos. A laboratory field report is attached for information purposes.

1.2 Affected areas

An aerial plan is attached to indicate the affected areas on the site. Asbestos-containing materials were mainly identified at piles of building rubble, prefabricated houses and concrete walkways.

1.3 Deliverables

Clearing, removal and disposal of asbestos-containing materials from the hospital premises shall be done by a registered asbestos contractor that is approved by the Department of Employment and Labour for type 3 asbestos work. The work will comprise of the following:

- Site establishment, collection, bagging and removal of asbestos-contaminated rubble on site
- Demolishing of two prefabricated houses and walkways and removal of waste
- Demolishing of walkways and removal of waste
- Demolishing of walkways and removal of waste; site clearance.

Carefully remove and dispose of:

- Asbestos-containing rubble on the hospital site
- Asbestos-containing prefabricated houses and waste
- Asbestos-containing concrete walkways on the premises

Statutory requirements:

- Carefully remove and load asbestos from site in strict accordance with the Asbestos Abatement Regulations, 2020, and OHSAct 85 of 1993
- Disposal of Asbestos-containing waste at any registered H:H classified landfill site for Hazardous Materials
- Clear site of rubble generated in the carrying out of above

An approved inspection authority that is approved for the monitoring of asbestos work in terms of the Asbestos Abatement Regulations, 2020, must be appointed for the following:

- Notification of asbestos work to the Department of Employment and Labour,
- Compilation of a plan of work for the project,
- Air monitoring to be performed in accordance with the Asbestos Abatement Regulations, 2020, and
- Issue of a clearance certificate at completion of the project

TSWARAGANO DISTRICT HOSPITAL - PHASE 1 _NOMINATED SUBCONTRACT FOR CLEARING, REMOVAL AND SAFE DISPOSAL OF ASBESTOS-CONTAINING MATERIALS.				
SCOPE: Clearing, removal and safe disposal of asbestos-containing materials				
PRICING SCHEDULE				
ASBESTOS WORK				
Description	Unit	Qty	Rate	Amount
1.Preliminaries and General Allowance	item	1.00		
2.Demolition, asbestos clearing, removal and disposal cost: Take down asbestos-containing two prefabricated buildings, walkways and rubble and cart off site, Hazmat waste personal protective equipment, demarcation, safety signage, disposal of hazmat ppe and hazardous material cleaning, etc.	ton	180		
APPROVED INSPECTION AUTHORITY				
3.AIA Inspector survey including air monitoring, sampling and clearance background monitoring.	item	1.00		
4.AIA Inspection fees, Notification to Department of Employment and Labour, Risk Assessment and Asbestos Work Plan and close out inspection and close out certification	item	1.00		
			Sub-Total	R
			Vat	R
			Total	R

Untitled Map

Write a description for your map.

Legend
📍 Tshwaragano Community Hospital-Batharos

Google Earth

Image © 2023 Maxar Technologies

H Tshwaragano Community Hospital-Batharos

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